

**2010-2015  
COLLECTIVE AGREEMENT**

**CONCLUDED BETWEEN**

**ON THE ONE HAND,**

**THE MANAGEMENT NEGOTIATING COMMITTEE  
FOR ENGLISH-LANGUAGE SCHOOL BOARDS (CPNCA)**

**AND**

**ON THE OTHER HAND,**

**THE CENTRALE DES SYNDICATS DU QUÉBEC (CSQ)  
REPRESENTED BY ITS BARGAINING AGENT,  
THE FÉDÉRATION DU PERSONNEL DE SOUTIEN SCOLAIRE (FPSS),  
ON BEHALF OF THE SCHOOL BUS DRIVERS  
IN THE EMPLOY OF THE EASTERN TOWNSHIPS SCHOOL BOARD**

## TABLE OF CONTENTS

CHAPTERS	TITLES
<b>1-1.00</b>	<b>OBJECTIVE OF THE AGREEMENT, DEFINITIONS, RESPECT FOR HUMAN RIGHTS AND FREEDOMS, PSYCHOLOGICAL HARASSMENT AND EQUAL OPPORTUNITY</b>
1-1.00	Objective of the Agreement ..... 1
1-2.00	Definitions ..... 1
1-3.00	Respect for Human Rights and Freedoms ..... 4
1-4.00	Psychological Harassment ..... 4
1-5.00	Equal Opportunity ..... 4
<b>2-0.00</b>	<b>FIELD OF APPLICATION AND RECOGNITION</b>
2-1.00	Field of Application..... 6
2-2.00	Recognition ..... 7
<b>3-0.00</b>	<b>UNION PREROGATIVES</b>
3-1.00	Union Representation ..... 9
3-2.00	Joint Committee Meetings ..... 9
3-3.00	Union Leaves ..... 10
3-4.00	Union Information..... 11
3-5.00	Union Meetings ..... 11
3-6.00	Union Dues ..... 12
3-7.00	Union System..... 12
3-8.00	Documentation ..... 13
<b>4-0.00</b>	<b>MECHANISMS FOR CONSULTATION AND INFORMATION</b>
4-1.00	Labour Relations Committee ..... 15
4-2.00	Information ..... 15
<b>5-0.00</b>	<b>SOCIAL SECURITY</b>
5-1.00	Special Leaves..... 16
5-2.00	Nonworking Days with Pay ..... 18
5-3.00	Life, Health and Salary Insurance Plans ..... 18

5-4.00	Parental Rights .....	29
5-5.00	Participation in Public Affairs .....	43
5-6.00	Vacation .....	44
5-7.00	Professional Improvement .....	44
5-8.00	Civil Responsibility .....	46
5-9.00	Leaves of Absence Without Salary .....	47
5-10.00	Leave with Deferred Salary .....	48
<b>6-0.00</b>	<b>REMUNERATION</b>	
6-1.00	Classification .....	50
6-2.00	Salary .....	50
6-3.00	Payment of Salary.....	52
6-4.00	Travel Expenses .....	53
6-5.00	Extracurricular Bus Trips and Late Buses .....	54
<b>7-0.00</b>	<b>MOVEMENT OF PERSONNEL</b>	
7-1.00	Movement of Personnel.....	55
7-2.00	Layoff.....	58
7-3.00	Amalgamation, Annexation or Restructuring.....	59
7-4.00	Work Accidents and Occupational Diseases .....	59
7-5.00	Contracting Out.....	62
<b>8-0.00</b>	<b>WORKING CONDITIONS AND FRINGE BENEFITS</b>	
8-1.00	Seniority .....	63
8-2.00	Workweek and Working Hours .....	64
8-3.00	Work Year .....	65
8-4.00	Disciplinary Measures.....	65
8-5.00	Health and Safety .....	67
8-6.00	Clothing and Uniforms .....	68
8-7.00	Technical Changes .....	69
<b>9-0.00</b>	<b>SETTLEMENT OF GRIEVANCES, ARBITRATION AND DISAGREEMENT</b>	
9-1.00	Procedure for Settling Grievances .....	70
9-2.00	Arbitration Procedure .....	71

9-3.00 Disagreement..... 75

**10-0.00 MISCELLANEOUS PROVISIONS**

10-1.00 Contributions to a Savings Institution or Credit Union ..... 76  
10-2.00 Local Arrangements..... 76  
10-3.00 Distribution and Translation of Agreement ..... 77  
10-4.00 Coming into Force of the Agreement ..... 78  
10-5.00 Appendices ..... 79  
10-6.00 Interpretation of Texts (Protocol) ..... 79  
10-7.00 Annual Medical Examination ..... 79

<b>APPENDICES</b>	<b>TITLES</b>	
Appendix 1	Parental Rights .....	81
Appendix 2	Mediation Arbitration .....	82
Appendix 3	Amalgamation, Annexation or Restructuring of School Boards .....	83
Appendix 4	Arbitration of Grievances .....	84
Appendix 5	Computerized Billing of Group Insurance Premiums .....	87
Appendix 6	Technical Committee on Insurance .....	89
Appendix 7	Use of Bank of Sick-Leave Days .....	90
Appendix 8	Progressive Retirement Plan .....	91
Appendix 9	Travel Expenses .....	95
Appendix 10	Parental Rights of Casual Bus Drivers .....	96
Appendix 11	Leave with Deferred Salary .....	97
Appendix 12	Use of a Bus Block Heater .....	102
Appendix 13	Letter of Intent Concerning the Government and Public Employees Retirement Plan .....	103
Appendix 14	Modification of the Letter of Intent Concerning the Government and Public Employees Retirement Plan (RREGOP) Signed on July 9, 2010.....	106

**CHAPTER 1-1.00 OBJECTIVE OF THE AGREEMENT, DEFINITIONS, RESPECT FOR HUMAN RIGHTS AND FREEDOMS, PSYCHOLOGICAL HARASSMENT AND EQUAL OPPORTUNITY**

**1-1.00 OBJECTIVE OF THE AGREEMENT**

The objective of the agreement shall be to establish smooth relations between the parties, to determine the working conditions as well as to establish the appropriate procedures for resolving difficulties which may arise.

**1-2.00 DEFINITIONS**

Unless the context indicates otherwise in the agreement, the following expressions and terms signify:

**1-2.01 QESBA**

Quebec English School Boards Association.

**1-2.02 Fiscal Year**

Period from July 1 of one year to June 30 of the following year.

**1-2.03 Centrale**

The Centrale des syndicats du Québec.

**1-2.04 Regular Circuit**

All the routes that a bus driver must carry out from Monday to Friday during the school year to ensure the transportation of students to and from one or more schools.

**1-2.05 Class of Employment**

Heavy vehicle driver the title of which appears in the Classification Plan.

**1-2.06 Board**

The school board bound by the agreement.

**1-2.07 Bus Driver**

A school bus driver who has a driver's license in the appropriate class for the type of vehicle and a competency certificate to drive a school bus.

**1-2.08 Probationary Bus Driver**

A bus driver who was hired but who has not completed the probation period prescribed in clause 1-2.19 in order to become a regular bus driver.

**1-2.09 Casual Bus Driver**

- a) A bus driver hired as such to perform particular work in the event of a temporary increase in workload or an unforeseen event for a maximum period of four (4) months, unless there is a written agreement with the union.
- b) A bus driver hired as such to:
  - i) replace an absent bus driver for the duration of the absence;

or

- ii) occupy temporarily a permanently vacant position while the board tries to fill it permanently.

The casual bus driver shall be dismissed when the bus driver whom he or she was replacing resumes his or her position or when the position is filled permanently or is abolished.

#### **1-2.10 Regular Bus Driver**

A bus driver who has completed the probation period prescribed in clause 1-2.19 and is assigned to drive a school bus.

#### **1-2.11 Spouse**

Spouse means either of two (2) persons who:

- a) are married or joined in civil union and cohabiting;
- b) being of opposite sex or the same sex, are living together in a conjugal relationship and are the father and mother of the same child;
- c) are of opposite sex or the same sex and have been living together in a conjugal relationship for at least one year.

It being understood that the dissolution of the marriage by divorce or annulment or the dissolution of the civil union as provided for by court judgment or notarized joint statement as well as any de facto separation for more than three (3) months in the case of persons living together in a conjugal relationship shall mean the loss of spousal status.

#### **1-2.12 Agreement**

This collective agreement.

#### **1-2.13 CPNCA**

The Management Negotiating Committee for English-language School Boards established under the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

#### **1-2.14 Grievance**

Any disagreement regarding the interpretation or application of the agreement.

#### **1-2.15 Disagreement**

Any dissension between the parties, other than a grievance, as defined in the agreement and other than a dispute as defined in the Labour Code (R.S.Q., c. C-27).

#### **1-2.16 Ministère**

The Ministère de l'Éducation, du Loisir et du Sport (MELS).

#### **1-2.17 Layoff**

A temporary or permanent loss of employment under article 7-2.00.

**1-2.18 Provincial Negotiating Parties**

- a) Employer group: The Management Negotiating Committee for English-language School Boards (CPNCA)
- b) Union group: The Centrale des syndicats du Québec (CSQ) represented by its bargaining agent, the Fédération du personnel de soutien scolaire (FPSS)

**1-2.19 Probation Period**

Period of employment which a bus driver, other than a casual bus driver, who is newly hired must undergo in order to become a regular bus driver. The duration of this period shall be sixty (60) days actually worked on regular circuits.

Any absence during the probation period shall be added to the said period.

If a casual bus driver obtains, within the context of article 7-1.00, the position in which he or she carried out a replacement without any interruption between the time he or she was working as a replacement and the time the position became permanently vacant, the probation period to become a regular bus driver shall be reduced by half if the time worked during the replacement in the position equals at least fifty percent (50%) of the probation period.

**1-2.20 Classification Plan**

The Classification Plan prepared by the CPNCA after consultation with the provincial negotiating union group for the categories of technical and paratechnical support, administrative support and labour support positions, February 7, 2011 edition, and any modification or new class of employment which could be added during the term of the agreement.

**1-2.21 Position**

Assignment of a bus driver to a regular circuit in order to perform the duties assigned to him or her by the board.

**1-2.22 Recall**

Recall to work following a temporary layoff.

**1-2.23 Education Sector**

The school boards and colleges as defined in the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

**1-2.24 Late Bus**

Transportation of the students of the school to the various points on the route that constitute the circuit determined by the board.

**1-2.25 Union**

The union bound by the agreement.

**1-2.26 Salary**

The amount paid to a bus driver under articles 6-1.00 and 6-2.00.

**1-2.27 Student Transportation**

Transportation of students from home to school and from school to home, from Monday to Friday, during the school year.



**1-2.28 Extracurricular Bus Trip**

A trip other than a regular circuit or late bus.

**1-3.00 RESPECT FOR HUMAN RIGHTS AND FREEDOMS****1-3.01**

The board and the union recognize every bus driver's right to exercise, in complete equality, the rights and freedoms affirmed in the Charter of Human Rights and Freedoms (R.S.Q., c. C-12).

The board specifically agrees to respect in its actions and decisions, the practice, in full equality, of all bus drivers' rights and freedoms without distinction, exclusion or preference which could lead to discrimination within the meaning of the Charter mentioned in the preceding paragraph.

**1-3.02**

There shall be no threat, constraint or reprisal against a driver because of the exercise of a right granted to him or her under the agreement or by law.

**1-4.00 PSYCHOLOGICAL HARASSMENT****1-4.01**

The board and the union recognize every person's right to a workplace free from psychological harassment as provided for under the Act respecting labour standards (R.S.Q., c. N-1.1). They also recognize that psychological harassment is reprehensible and they shall strive to prevent such practices in the workplace.

To this end, the board must adopt reasonable measures to prevent psychological harassment and, when such a practice is brought to its attention, to eliminate it.

**1-4.02**

The bus driver who claims to have been psychologically harassed may contact a board representative in order to attempt to find a solution to his or her problem according to the mechanism and procedures prescribed in the board policy, if need be. During a meeting held under this clause with the employer, a union representative may accompany the bus driver, if the latter so desires.

**1-4.03**

Any grievance dealing with psychological harassment in the workplace shall be submitted to the board by the plaintiff or the union, with the plaintiff's consent, according to the procedure prescribed in article 9-1.00.

The plaintiff or the union, with the consent of the plaintiff, may refer the grievance to arbitration according to the procedure prescribed in article 9-2.00.

**1-4.04**

A grievance dealing with psychological harassment in the workplace shall be given hearing priority.

**1-5.00 EQUAL OPPORTUNITY****1-5.01**

The board which undertakes to implement an equal opportunity program shall consult the union through the Labour Relations Committee.

**1-5.02**

The consultation shall focus on the following:

- a) the possibility of setting up an equal opportunity advisory committee grouping together all categories of personnel at the board, it being specified that only one equal opportunity committee may exist at the board and that the union name its representative. Should such a committee be formed, consultation on the items in subparagraphs b) and c) shall be carried out by the committee;
- b) the diagnostic analysis, if necessary;
- c) the contents of an equal opportunity program, namely:
  - objectives pursued;
  - corrective measures;
  - implementation timetable;
  - control mechanisms to assess the progress and difficulties encountered.

**1-5.03**

During the consultation period prescribed in clause 1-5.02, the board shall transmit all pertinent information within a reasonable time limit.

**1-5.04**

In order to be valid, any equal opportunity measure which has the effect of subtracting from, modifying or adding to a provision of the agreement must be the subject of a written agreement in accordance with clause 2-2.03.

**CHAPTER 2-0.00 FIELD OF APPLICATION AND RECOGNITION**

**2-1.00 FIELD OF APPLICATION**

**2-1.01**

The agreement applies to all bus drivers, employees within the meaning of the Labour Code (R.S.Q., c. C-27), who are covered by accreditation, subject to the following partial applications:

**a) Probationary Bus Drivers**

The probationary bus driver shall be covered by the clauses of the agreement, except those concerning the right to the procedure for settling grievances and arbitration in the event of dismissal or if his or her employment terminates; in these cases, the board shall give the bus driver a notice equal to at least one pay period.

**b) Casual Bus Drivers**

- 1) The casual bus driver shall be entitled only to the benefits of the agreement as regards the following clauses or articles:

1-1.00	Objective of the Agreement
1-2.00	Pertinent definitions
1-3.00	Respect for Human Rights and Freedoms
1-4.00	Psychological Harassment
1-5.00	Equal Opportunity
2-2.00	Recognition
3-4.00	Union Information
3-5.00	Union Meetings
3-6.00	Union Dues
3-7.00	Union System
3-8.00	Documentation
4-1.00	Labour Relations Committee
4-2.00	Information
5-8.00	Civil Responsibility
6-1.00	Classification
6-2.00	Salary
6-3.00	Payment of Salary
6-4.00	Travel Expenses
7-1.05 A) c)	Procedure for Filling a Permanently Vacant or Newly Created Position
7-1.05 B) b)	Procedure for Filling a Temporarily Vacant Position or an Increase in Workload
7-1.11 to 7-1.16	Priority of Employment List
8-2.00	Workweek and Working Hours
8-5.00	Health and Safety
8-6.00	Clothing and Uniforms
9-0.00	Settlement of grievances, arbitration and disagreement for rights recognized under this subparagraph b)
10-2.00	Local Arrangements
10-3.00	Distribution and Translation of Agreement
10-4.00	Coming into Force of the Agreement
10-5.00	Appendices
10-6.00	Interpretation of Texts (Protocol)
10-7.00	Annual Medical Examination
Appendix 2	Mediation Arbitration
Appendix 3	Amalgamation, Annexation or Restructuring of School Boards
Appendix 4	Arbitration of Grievances

- 2) Within the framework of a hiring for an anticipated duration of over six (6) months or a replacement which extends beyond six (6) months, the casual bus driver shall also benefit from the following clauses or articles on the date of his or her hiring in the first case or at the end of the six (6) months in the second case:

3-3.00	Union Leaves (only clauses 3-3.01 to 3-3.06 apply)
5-1.00	Special Leaves
5-3.00	Life, Health and Salary Insurance Plans
5-4.00	Parental Rights (according to the terms and conditions mentioned in Appendix 10 of the agreement)
5-6.00	Vacation
5-7.02 a)	Organizational Professional Improvement
5-7.02 b)	Occupational Professional Improvement
7-4.00	Work Accidents and Occupational Diseases (except clauses 7-4.14 to 7-4.18)
Appendix 1	Parental Rights
Appendix 5	Computerized Billing of Group Insurance Premiums
Appendix 6	Technical Committee on Insurance
Appendix 10	Parental Rights of Casual Bus Drivers
Appendix 12	Use of a Bus Block Heater

- 3) The casual bus driver shall neither acquire nor accumulate seniority within the meaning of article 8-1.00 of this agreement.

However, for the purposes of distributing the work to be carried out by casual bus drivers, the parties agree to recognize the time worked for these purposes and such time shall prevail only among them. The time worked shall correspond to the period of employment as a casual bus driver, subject to the provisions of clauses 7-1.11 to 7-1.16.

### **2-1.02**

A person who receives a salary from the board and to whom the agreement does not apply shall not normally perform the work of a bus driver governed by the agreement.

### **2-1.03**

The use of the services of a person who does not receive any salary from the board must not entail the reduction of the number of hours or the abolition of a position of a regular bus driver.

## **2-2.00 RECOGNITION**

### **2-2.01**

The board recognizes the certified union as the only representative and agent of the bus drivers covered by the agreement regarding the application of matters related to working conditions.

### **2-2.02**

The board and the union recognize the provincial negotiating parties' right to deal with issues relating to the interpretation and application of the agreement.

In the case where the same kind of grievance is filed in several boards, the provincial negotiating parties must, at the request of one of them, meet in order to deal with it within sixty (60) days of the request.

The provincial negotiating parties shall not be entitled to the grievance or arbitration procedures, unless otherwise provided.

**2-2.03**

The provincial negotiating parties may meet occasionally in order to discuss any issue relating to the bus drivers' working conditions. Any written agreement between the parties may have the effect of modifying or adding to this agreement.

**2-2.04**

The provincial negotiating parties may meet occasionally to interpret the provisions of this agreement. Such interpretations, as long as they are recorded and duly signed, shall bind not only the parties to this agreement, but also every arbitrator as well as the board and the union.

**2-2.05**

The provisions of this article must not be interpreted as constituting a revision of the agreement which could lead to a dispute as defined in the Labour Code (R.S.Q., c. C-27).

**2-2.06**

Following the date of the coming into force of the agreement, any individual agreement between a bus driver and the board regarding working conditions, other than those prescribed in the agreement, must receive the union's approval in writing in order to be valid.

**CHAPTER 3-0.00 UNION PREROGATIVES****3-1.00 UNION REPRESENTATION****Union Delegate****3-1.01**

The union may appoint one bus driver per district as union delegate whose duties shall consist in meeting with any bus driver of the said district who has a problem regarding his or her working conditions which may give rise to a grievance.

**3-1.02**

The union may appoint a substitute for each delegate if the latter is absent or is unable to act.

**Union Representative****3-1.03**

The union may appoint on behalf of all bus drivers who are members of the union a maximum of two (2) union representatives who are bus drivers of the board.

**3-1.04**

The duties of a union representative consist in assisting a bus driver once a grievance has been formulated in order to obtain, where applicable, the information necessary for the meeting prescribed in subparagraph a) of clause 9-1.03, to represent a bus driver at that meeting and to represent all bus drivers at the Labour Relations Committee.

However, bus drivers other than those appointed under clause 3-1.03 may act as union representatives on the Labour Relations Committee.

**3-1.05**

The union representative may also be absent from work without loss of salary or reimbursement if he or she is required to meet with the board representative in order to see to the application of clause 9-1.01 after having informed his or her immediate superior of the name of the representative with whom he or she is to meet.

**3-1.06**

The union shall provide the board with the name and the area of activities of each union delegate, substitute and representative within fifteen (15) days of their appointment and shall also inform it of any change.

**3-1.07**

Union representatives may be accompanied by a union advisor to a meeting mentioned in subparagraph a) of clause 9-1.03 or to meetings of the Labour Relations Committee. The board or its representative must be advised of the presence of the union advisor prior to the meeting.

**3-2.00 JOINT COMMITTEE MEETINGS****3-2.01**

Any union representative appointed to a joint committee prescribed in the agreement may be absent from work without loss of salary or reimbursement in order to attend the meetings of the committee or to carry out work required by the parties.

**3-2.02**

Any union representative appointed to a joint committee not prescribed in the agreement but the establishment of which is accepted by the board and the union or by the provincial negotiating parties may be absent from work without loss of salary or reimbursement in order to attend the meetings of the committee or to carry out work required by the parties.

**3-2.03**

The expenses incurred by the union representative appointed to a joint committee shall be reimbursed by the party he or she represents, unless otherwise provided. Therefore, he or she shall not be entitled to any additional remuneration.

**3-2.04**

The union representative must inform his or her immediate superior in advance of the name of the committee on which he or she is requested to sit or to carry out work required by the parties to the committee and of the anticipated duration of his or her absence.

**3-2.05**

The meetings of the joint committee shall normally be held during the business hours of the board at times agreed to by the parties to the committee.

The hours worked outside the regular schedule by the bus driver who attends a joint committee meeting shall be remunerated at the basic hourly rate for a maximum of forty (40) hours. After forty (40) hours, the additional hours shall be remunerated at the basic hourly rate increased by half.

**3-3.00 UNION LEAVES****3-3.01**

At the union's written request sent at least two (2) working days before the absence, the board shall release a bus driver for internal union activities. However, if the bus driver has already been released from his or her duties for twenty (20) working days for the current fiscal year, the board shall grant one day off per week or the equivalent if the needs of the department so permit.

**3-3.02**

At the union's written request sent at least two (2) working days before their absence, the board shall release the official delegates designated by the union to attend various official meetings of their organizations.

The leaves granted under this clause shall not be deductible from the twenty (20) days mentioned in clause 3-3.01.

**3-3.03**

In the case of absences granted under this article, a bus driver's salary and fringe benefits shall be maintained, provided that the union reimburse the salary to the board.

**3-3.04**

The reimbursement prescribed in clause 3-3.03 shall be made within thirty (30) days after the board forwards to the union a quarterly statement indicating the names of the absent bus drivers, the duration of their absence and the amounts owing.

**3-3.05**

A bus driver thus released shall maintain the rights and privileges conferred on him or her by the agreement.

**3-3.06**

Notwithstanding clause 3-3.03, the union representative accompanied by the plaintiff shall be released from their duties to attend arbitration sessions; as well, witnesses shall be released from their duties for the time deemed necessary by the arbitrator. In the case of a collective grievance, only one plaintiff shall be released.

In these cases, the bus drivers concerned shall be released without loss of salary or reimbursement.

**3-3.07**

At the union's written request, sent at least fifteen (15) days in advance, the board shall release a bus driver for full-time union activities for an uninterrupted period varying from one to twelve (12) months, renewable according to the same procedure.

**3-3.08**

In the case where the provincial negotiating parties meet within the context of clauses 2-2.02 and 2-2.04, the bus drivers designated by the provincial negotiating union party, the number of which shall be agreed upon between the provincial negotiating parties, shall be released without loss of salary or reimbursement to attend those meetings.

**3-3.09**

The provincial negotiating parties shall set up a committee six (6) months before the date prescribed by law for the beginning of negotiations. The committee shall study and determine the release, salary and reimbursement conditions, if need be, of the authorized union agents to prepare and negotiate the next collective agreement.

**3-4.00 UNION INFORMATION****3-4.01**

The union may distribute any document of a union or professional nature to each bus driver on his or her working premises but outside the time during which he or she is working.

The board and the union may agree on the terms and conditions concerning the use of the internal mail service, if any, the foregoing in accordance with article 10-2.00.

**3-5.00 UNION MEETINGS****3-5.01**

All union meetings must be held outside the regular working hours of the group of bus drivers concerned.

**3-5.02**

At the union's written request, the board shall provide free of charge, if available, a suitable room in one of its buildings for the union meetings of the members of the bargaining unit. The board must receive the request forty-eight (48) hours in advance. It shall be the union's responsibility to see that the room used is left in the condition in which it was found.



**3-5.03**

The board shall provide the union with a room, if available, for a secretariat according to the terms and conditions to be agreed between the board and the union.

The use of such a room may be withdrawn for administrative or pedagogical needs provided that the board give the union a fifteen (15)-working day notice. In this case, the board shall provide another available room, if any, according to the terms and conditions to be agreed between the board and the union, which must not be more onerous in general to the union than those which were in force before the use of the room was withdrawn.

**3-6.00 UNION DUES****3-6.01**

An amount equal to the dues established by a union by-law or resolution shall be deducted at each pay period. In the case of a bus driver hired after the date of the coming into force of the agreement, the board shall deduct the said dues as well as the membership fee, if any, as of the first pay period.

**3-6.02**

Any change in the union dues shall take effect no later than thirty (30) days after the board receives a copy of a by-law or resolution to this effect. The change in the dues may occur twice in the same fiscal year. Any other change must first be agreed upon by the union and the board.

**3-6.03**

The board shall deduct from the bus driver's salary an amount equal to the special dues set by the union provided that it has received an advance notice of at least sixty (60) days. The terms and conditions for the deduction of these dues must first be agreed upon by the union and the board.

**3-6.04**

Every month, the board shall forward to the union or a representative designated by it, the dues collected during the preceding month as well as the list of the contributing bus drivers' names and the amount paid by each. If the board provides the list of names in alphabetical order or forwards the dues more frequently, it shall continue to do so. The board and the union may agree that the board provide other information pertaining to the remittance of dues.

**3-6.05**

The union shall assume the case of the board and shall indemnify it against any claim that could be made by one or more bus drivers regarding the membership fees and union dues or their equivalent deducted from their salary under this article.

**3-7.00 UNION SYSTEM****3-7.01**

The bus drivers who are members of the union on the date of the coming into force of the agreement and those who become members thereafter must so remain, subject to the provisions of clause 3-7.03.

**3-7.02**

Any bus driver hired after the date of the coming into force of the agreement must become a member of the union, subject to clause 3-7.03.

**3-7.03**

The fact that a bus driver is refused, expelled or resigns from the union shall in no way affect his or her employment ties with the board.

**3-7.04**

For the purposes of applying this article, the board shall give the bus driver hired after the date of the coming into force of the agreement an application form for membership in the union and the authorization form for the deduction of membership fees, if need be, in accordance with the aforementioned union system. A bus driver shall complete the form and the board shall return it to the union within fifteen (15) days of his or her hiring. The union shall provide the board with the said forms.

**3-8.00 DOCUMENTATION****3-8.01**

In addition to the documentation provided according to the other provisions of the agreement, the board and the union shall provide the documentation mentioned in this article.

**3-8.02**

No later than October 31 of each year, the board shall provide the union with the complete list of bus drivers in alphabetical order to whom the agreement applies and shall indicate for each: his or her surname and given name, status (probationary, regular or casual), position held, date of birth, home address, telephone number and personal identification number, the foregoing as brought to the board's attention as well as any other information previously furnished.

**3-8.03**

The board shall provide the following information monthly:

- a) the names of new bus drivers, including casual bus drivers, the date on which they were hired and the information mentioned in clause 3-8.02;
- b) the names of bus drivers leaving the employment of the board and their departure date;
- c) the names of bus drivers who changed positions, the title of the new position and the date on which the change took place;
- d) the changes of address and telephone number of bus drivers brought to its attention;
- e) any other information not mentioned in this article but which the board and the union agree to add.

**3-8.04**

At the same time, the board shall forward to the union a copy of all the directives dealing with the application of the agreement and addressed directly or through the immediate superior to a bus driver, a group of bus drivers or to all the bus drivers.

**3-8.05**

The board shall forward to the union a copy of all by-laws or resolutions, within fifteen (15) days of their adoption, concerning a bus driver, a group of bus drivers or all the bus drivers to whom the agreement applies.

**3-8.06**

The union shall provide the board with the names of its representatives within fifteen (15) days of their appointment as well as their job titles, the name of the committee prescribed in the agreement or set up by virtue of the agreement on which they sit, where applicable, and their address for official union correspondence, and shall advise the board of any change.

**3-8.07**

The board shall forward to the union the names of the bus drivers who obtain a leave of absence without salary of more than one month or a leave mentioned in article 5-4.00 and shall indicate the anticipated duration of the absence. The union shall be notified of any extension.

**3-8.08**

Within sixty (60) days of the date of the coming into force of the agreement, the board shall forward to the union, for information purposes, a copy of every management policy or by-law concerning the personnel covered by the agreement. Subsequently, the board shall forward regular updates of those documents.

**3-8.09**

The board shall recognize for the union all the rights of a taxpayer as regards the obtaining of minutes and the consultation of the minute book of the board.

**CHAPTER 4-0.00 MECHANISMS FOR CONSULTATION AND INFORMATION****4-1.00 LABOUR RELATIONS COMMITTEE****4-1.01**

Within thirty (30) days of the written request of the board or union, the parties shall form an advisory committee called the "Labour Relations Committee".

**4-1.02**

This committee shall have equal representation and shall be composed, at most, of two (2) union representatives and two (2) board representatives. The fact that a party on the committee designates fewer than two (2) representatives shall not limit the number of representatives to which the other party is entitled under this clause, it being specified that each party shall have one vote only.

**4-1.03**

The committee shall establish its rules of procedure and shall determine the number of meetings.

**4-1.04**

The committee shall study, at the request of either party, any issue relating to the bus drivers' working conditions and any other matter specifically referred to it in accordance with the agreement.

Without limiting the scope of the foregoing, the committee shall discuss any issue submitted dealing with the behaviour and discipline of students in the bus.

The committee may submit recommendations to the board on matters within its competence. A copy of every recommendation shall be forwarded to the union at the same time.

**4-1.05**

At a subsequent meeting of the Labour Relations Committee, the union representatives may ask the board representatives to explain a decision of the board regarding a subject which was previously discussed by the Labour Relations Committee and any other decision concerning or affecting the bus drivers covered by the agreement.

**4-2.00 INFORMATION****4-2.01**

At least once per fiscal year, the board shall convene its bus drivers, as a group or by district, to an information meeting concerning the policies and major objectives which concern them; the meeting shall normally be held outside working hours at a time determined by the board. Every bus driver who attends the meeting shall be paid at his or her hourly rate for the duration of the meeting. If, among the bus drivers present at the meeting, there is no union delegate, the union may designate a representative to attend the meeting without loss of salary, including premiums, where applicable, or reimbursement.

**4-2.02**

Within sixty (60) days of the date of the coming into force of the agreement, the board shall send the union a copy of the organization chart in effect.

**CHAPTER 5-0.00 SOCIAL SECURITY****5-1.00 SPECIAL LEAVES****5-1.01**

The board shall permit a bus driver to be absent from work without loss of salary on the following occasions:

- a) his or her marriage or civil union: a maximum of seven (7) consecutive days, working days or not, including the day of the wedding or civil union;
- b) the marriage or civil union of his or her father, mother, son, daughter, brother, sister: the day of the event;
- c) the death of his or her spouse, of his or her child, his or her spouse's child living with the bus driver: seven (7) consecutive days, working days or not, including the day of the funeral;
- d) the death of his or her father, mother, brother, sister: a maximum of five (5) consecutive days, working days or not, including the day of the funeral;
- e) the death of his or her father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandfather, grandmother, granddaughter, grandson: a maximum of three (3) consecutive days, working days or not, including the day of the funeral;
- f) the change of domicile: the moving day; however, a bus driver shall not be entitled to more than one day off per year for this purpose;
- g) a maximum of three (3) working days per year to cover any other event considered as an act of God (disaster, fire or flood) which obliges a bus driver to be absent from work or any other reason which obliges the bus driver to be absent from work for which the board and the union agree to grant permission for absence without loss of salary.

In the cases described in the preceding subparagraphs c), d) and e), the obligation that the leave include the day of the funeral shall not apply if the bus driver is unable to leave his or her place of assignment due to the lack of transportation. In this case, the bus driver shall leave his or her place of assignment as soon as transportation becomes available and the leave shall begin as of the date of the bus driver's departure from his or her place of assignment.

Moreover, if in the cases described in the preceding subparagraphs c), d) and e), there is a cremation or burial service following the funeral, the bus driver may avail himself or herself of the following option:

- Subparagraph c) six (6) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend the cremation or burial service;
- Subparagraph d) four (4) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend the cremation or burial service;
- Subparagraph e) two (2) consecutive days, working days or not, including the day of the funeral, plus one additional day to attend the cremation or burial service.

**5-1.02**

The bus driver shall only be entitled to a special leave, without loss of salary, in the cases described in subparagraphs c), d) and e) of clause 5-1.01 if he or she attends the funeral; if the funeral takes place at a distance of more than two hundred and forty (240) kilometres from the bus driver's domicile, the latter shall be entitled to one additional day or to two (2) additional days if the funeral takes place at a distance of more than four hundred and eighty (480) kilometres from his or her domicile.

**5-1.03**

In all cases, the bus driver must notify his or her immediate superior and produce, upon written request, the proof or the attestation of these facts, whenever possible.

**5-1.04**

The bus driver who is called to act as a juror or as a witness in a case where he or she is not a party shall benefit from a leave of absence without loss of salary. However, he or she must give the board, when he or she receives it, the monetary compensation paid to him or her for services as a juror or a witness.

**5-1.05**

Furthermore, the board shall, when requested, allow a bus driver to be absent without loss of salary during the time when:

- a) the bus driver sits for official entrance or achievement examinations in an educational institution recognized by the Ministère;
- b) the bus driver, by order of the public health department, is placed in quarantine in his or her dwelling as a result of a contagious disease affecting a person living in the same dwelling;
- c) the bus driver, at the specific request of the board, undergoes a medical examination in addition to that required by law.

**5-1.06**

Subject to the other provisions of the agreement, a bus driver may be absent from work for up to ten (10) days per year to carry out obligations relating to the care, health or education of his or her child or spouse's child or because of the state of health of his or her spouse, father, mother, brother, sister or one of his or her grandparents.

Six (6) of the ten (10) days thus used shall be deducted from the credit of seven (7) days obtained under paragraph A) of clause 5-3.39 or shall be without salary if the bank of sick-leave days is exhausted. The other days shall be without salary.

**5-1.07**

The board may also allow a bus driver to be absent without loss of salary for any other reason not prescribed in this article and which it deems valid.

**Leaves for Family Responsibilities****5-1.08**

The board shall allow an employee to be absent without salary for one of the events prescribed in sections 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1) according to the terms and conditions prescribed in sections 79.13 to 79.16.

**5-1.09**

The employee must inform the board of the reasons for his or her absence as soon as possible and provide proof thereof.

**5-1.10**

During the leave without salary prescribed in clause 5-1.08, the employee shall accumulate his or her seniority and experience and shall continue to participate in the applicable basic health insurance plan by paying his or her share of the premiums. The employee may also continue to participate in the other complementary insurance plans that are applicable to him or her by submitting a request at the beginning of the leave and by paying all the premiums.

**5-1.11**

At the end of the leave without salary prescribed in clause 5-1.08, the employee may be reinstated in his or her position or, where applicable, a position that he or she would have obtained under the provisions of the agreement. In the case where the position was abolished or the employee was displaced, he or she shall be entitled to the benefits that he or she would have had had he or she been at work.

Moreover, the employee who returns from the leave without salary, but has no position shall resume the assignment that he or she had upon his or her departure, if the duration foreseen for the assignment extends after the end of the leave. If the assignment is completed, the employee shall be entitled to any other assignment according to the provisions of the agreement.

**5-2.00 NONWORKING DAYS WITH PAY****5-2.01**

Bus drivers shall be entitled to eleven (11) nonworking days with pay per school year.

The days shall be paid at the same time to all bus drivers at a time or times to be agreed between the union and the board at the beginning of each school year.

**5-3.00 LIFE, HEALTH AND SALARY INSURANCE PLANS<sup>1</sup>****General Provisions****5-3.01**

The following shall be eligible to participate in the life, health and salary insurance plans as of the prescribed date and until the date of the beginning of his or her retirement:

- a) any bus driver who holds a position consisting of twenty-four (24) hours or more in his or her regular workweek prescribed as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service at the board. In this case, the board shall pay its full contribution for the bus driver;
- b) any bus driver who holds a part-time position consisting of less than twenty-four (24) hours in his or her regular workweek prescribed as of the coming into force of the plans described hereinafter, if he or she is in service on that date, if not, as of his or her entry into service at the board. In this case, the board shall pay half of the contribution which would be payable for a bus driver referred to in subparagraph a) above, the bus driver paying the remainder of the board's contribution in addition to his or her own contribution.

**5-3.02**

For the purposes of this article, "dependent" means the bus driver's spouse or dependent child. The dependent child is defined as follows: a child of a bus driver, of his or her spouse or of both, or a child living with the bus driver for whom adoption procedures have been undertaken, unmarried or not joined in civil union and living or domiciled in Canada, who depends on the bus driver for his or her financial support and who is under eighteen (18) years of age; every child twenty-five (25) years of age or under who is a duly registered student attending a recognized institution of learning on a full-time basis, or a child of any age, who became totally disabled before reaching his or her eighteenth (18<sup>th</sup>) birthday or before reaching his or her twenty-sixth (26<sup>th</sup>) birthday, if he or she was a duly registered student attending a recognized institution of learning on a full-time basis and has remained continuously disabled ever since.

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<sup>1</sup> For clauses 5-3.11, 5-3.19, 5-3.21, 5-3.25, 5-3.28 and 5-3.30, see Appendix 5: Computerized Billing of Group Insurance Premiums.

**5-3.03**

"Disability" means any state of incapacity resulting from an illness, including a surgical procedure directly related to family planning, an accident subject to article 7-4.00 or an absence prescribed in clause 5-4.18, which requires medical care and which renders the bus driver totally unable to perform the usual duties of his or her position.

**5-3.04**

"Period of disability" means any continuous period of disability or any series of successive periods of disability separated by fewer than thirty-two (32)<sup>1</sup> days of actual full-time work or availability for such full-time work, unless the bus driver establishes in a satisfactory manner that a subsequent period of disability is due to an illness or accident in no way related to the cause of the preceding disability.

**5-3.05**

A period of disability resulting from self-inflicted illness or injury, alcoholism or drug addiction, active participation in any riot, insurrection or criminal act or service in the armed forces shall not be recognized as a period of disability for the purposes of this article.

Notwithstanding the foregoing, in the case of alcoholism or drug addiction, for purposes of this article, the period of disability during which the bus driver receives medical treatment or care in view of his or her rehabilitation shall be considered as a period of disability.

**5-3.06**

The provisions of the life and salary insurance plans in the former collective agreement shall remain in force under the conditions prescribed therein until the date of the coming into force of the agreement.

The provisions of the health insurance plan in the former collective agreement shall be renewed in this agreement and shall continue to apply until the date specified by the Insurance Committee of the Centrale.

**5-3.07**

The life insurance plan described in this agreement shall apply on the date of the coming into force of the agreement.

Subject to clause 5-3.44, the salary insurance plan described in this agreement shall apply on the date of the coming into force of the agreement.

The new health insurance plan shall come into force on the date prescribed by the Insurance Committee of the Centrale.

**5-3.08**

As a counterpart to the board's contribution to the insurance benefits prescribed hereinafter, the full amount of the rebate allowed by Human Resources and Skills Development Canada (HRSDC) in the case of a registered plan shall be the exclusive property of the board.

**Insurance Committee of the Centrale****5-3.09**

The Insurance Committee of the Centrale must prepare a schedule of conditions, if necessary, and obtain for all the participants in the plans a group insurance policy for the basic health insurance plan and one or more group insurance policies for the other plans.

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<sup>1</sup> Read "eight (8) days" instead of "thirty-two (32) days" if the continuous period of disability which precedes his or her return to work is equal to or less than three (3) calendar months.



**5-3.10**

The Insurance Committee of the Centrale may maintain from year to year for the retired bus drivers, with appropriate amendments, the basic plan coverage without any contribution on the part of the board provided that:

- a) the bus drivers' contribution to the plan and the board's corresponding contribution be determined while excluding any cost resulting from the extension of coverage applying to retired bus drivers;
- b) all disbursements, contributions and rebates pertaining to retired bus drivers be computed separately and any additional contribution which may be payable by the bus drivers by virtue of the extension to retired bus drivers be clearly identified as such.

**5-3.11<sup>1</sup>**

The insurer selected for all plans must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purposes of selecting an insurer, the Insurance Committee of the Centrale may request bids or proceed according to any other method that it determines.

**5-3.12**

The Insurance Committee of the Centrale must carry out a comparative analysis of all bids received, where applicable, and after making its choice, provide the QESBA and the Ministère with a report on such analysis and a statement giving reasons for its choice.

**5-3.13**

Each plan shall have only one premium calculation method, whether it be a predetermined amount or an invariable percentage of salary.

**5-3.14**

Any change in premiums resulting from a change to the plan may only take effect on January 1 following a written notice to the board sent at least sixty (60) days in advance.

**5-3.15**

The benefit of exemption from a plan must be the same for all plans as regards its starting date and it must be total. Moreover, it cannot begin prior to the first complete pay period following the fifty-second (52<sup>nd</sup>) consecutive week of total disability.

**5-3.16**

There can be no more than one update campaign per three (3) years for all plans; the campaign shall be carried out by the insurer directly with the participants in a manner to be determined and the changes shall come into force on January 1 following at least a sixty (60)-day advance written notice sent to the board.

**5-3.17**

Dividends or rebates to be paid as a result of favourable experience with the plans constitute funds entrusted to the management of the Insurance Committee of the Centrale. Fees, salaries, expenses or disbursements incurred for the implementation and application of the plans constitute liens on these funds.

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<sup>1</sup> See Appendix 5: Computerized Billing of Group Insurance Premiums.

The balance of funds shall be used by the committee to meet the increases in the premium rates, to improve existing plans or to be repaid directly to the participants by the insurer according to the formula determined by the committee or to grant a waiver of premiums. In this latter case, the waiver must be for at least four (4) months and it must be effective as of January 1 or end on December 31. The waiver must be preceded by at least a sixty (60)-day advance notice sent to the board.

For the purposes of this clause, the basic plan must be handled separately from the complementary plans.

### **5-3.18**

The Insurance Committee of the Centrale shall provide the Ministère and the QESBA with a copy of the schedule of conditions, the group policy and a detailed statement of the operations carried out under the policy as well as a statement of the payments received as dividends or rebates and how they were used.

The committee shall also provide, at a reasonable cost, any additional useful and relevant statements or statistics which may be requested by the QESBA or the Ministère concerning the basic health insurance plan.

## **Intervention of the Board**

### **5-3.19<sup>1</sup>**

The board shall facilitate the implementation and application of the plans, in particular by:

- informing new bus drivers;
- registering new bus drivers;
- forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain a participant's file up-to-date;
- deducting the premium from the bus driver's salary;
- forwarding the deducted premiums to the insurer;
- providing bus drivers with the forms required for participation in the plan, claims and benefits or other forms supplied by the insurer;
- conveying information normally required of the employer by the insurer for settling certain compensations;
- forwarding to the insurer the names of bus drivers who indicated to the board that they intend to retire.

### **5-3.20**

The Ministère and the QESBA, on the one hand, and the Centrale, on the other hand, agree to set up a committee to assess the administrative problems raised by the application of the insurance plans. Moreover, any change concerning the administration of the plans must be approved by the committee before it comes into effect. If such a change obliges the board to hire supernumerary personnel or requires overtime, the costs shall be assumed by the union (Appendix 6: Technical Committee on Insurance).

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<sup>1</sup> See Appendix 5: Computerized Billing of Group Insurance Premiums.

**Complementary Insurance Plans to Which the Board Does Not Contribute****5-3.21<sup>1+2</sup>**

- A) The Insurance Committee of the Centrale shall determine the provisions of no more than three (3) complementary personal insurance plans. The cost of the plans shall be borne entirely by the participants.
- B) Every policy must include, among others, the following stipulations:
  - a) the provisions of subparagraphs b) to k) of clause 5-3.30;
  - b) the participation of a new bus driver eligible for a complementary plan shall take effect within thirty (30) days of the request if it is made within thirty (30) days of the entry into service of the bus driver;
  - c) if the request is made thirty (30) days after his or her entry into service, the participation of a new bus driver eligible for a complementary plan shall take effect on the first day of the full pay period following the date on which the board receives the notice of acceptance sent by the insurer.
- C) In the case of boards which have, on the date of the coming into force of the agreement, optional complementary personal insurance plans other than those established by the Centrale, the following provisions apply:
  - a) the personal insurance policies and the resulting administrative measures for boards are maintained;
  - b) any change to one of the plans or policies must be made in accordance with the provisions concerning the provincial complementary plans by adapting them accordingly;
  - c) the union may choose to replace all the existing local plans by the provincial complementary plans. In this case, a notice of modification must be forwarded to the board at least sixty (60) days before it comes into force.

**Life Insurance Plan****5-3.22**

Each bus driver shall benefit, without contribution on his or her part, from an amount of life insurance equal to six thousand four hundred dollars (\$6 400).

**5-3.23**

This amount shall be reduced by fifty percent (50%) for the bus drivers referred to in subparagraph b) of clause 5-3.01.

**Basic Health Insurance Plan****5-3.24**

The plan covers, as per the terms set down by the Insurance Committee of the Centrale, all drugs sold by a licensed pharmacist or a duly authorized physician as prescribed by a physician or a dentist.

Moreover, if the committee deems it appropriate, the plan may cover all other expenses related to the treatment of the illness.

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<sup>1</sup> See Appendix 5: Computerized Billing of Group Insurance Premiums.

<sup>2</sup> See Appendix 6: Technical Committee on Insurance.

**5-3.25<sup>1</sup>**

The board's contribution to the health insurance plan on behalf of each bus driver cannot exceed the least of the following amounts:

- a) in the case of a participant insured for himself or herself and his or her dependents: one hundred and three dollars and ninety-five cents (\$103.95) per year plus tax, where applicable;
- b) in the case of an individually insured participant: forty-one dollars and sixty cents (\$41.60) per year plus tax, where applicable;
- c) an amount equal to twice the contribution paid by the participant himself or herself for the benefits prescribed by the health insurance plan.

**5-3.26**

In the event that the Québec Health Insurance Plan is extended to cover drugs, the amounts prescribed in clause 5-3.25 shall be reduced by two thirds (2/3) of the yearly costs of the drug benefits included in this plan.

**5-3.27**

The health insurance benefits shall be reduced by the benefits payable under any other public or private, individual or group plan.

**5-3.28<sup>1</sup>**

Participation in the health insurance plan shall be compulsory but a bus driver may, by giving prior written notice to the board stating the name of the insurer and the policy number, refuse or cease to participate in the health insurance plan provided that he or she establish that he or she and his or her dependents are insured under a group insurance plan affording similar benefits.

A bus driver on a leave without salary shall remain covered by the health insurance plan. In this case, he or she must pay the total amount of the premiums due, including the board's share, plus applicable taxes.

**5-3.29**

A bus driver who has refused or ceased to be a participant in the plan may again become eligible thereto subject to the following condition:

he or she must establish to the satisfaction of the insurer that it is no longer possible for him or her to continue to be covered as a dependent under the current group insurance plan or any other plan providing similar coverage.

When a bus driver submits an application to the insurer within thirty (30) days of the termination of his or her insurance coverage allowing him or her an exemption, coverage shall begin on the date on which his or her coverage is terminated. If the request is submitted thirty (30) days after the termination of his or her coverage, the insurance shall take effect on the first day of the pay period following the date on which the insurer receives the application.

In the case of any person who, prior to applying for health insurance, was not insured under this health insurance plan, the insurer is not responsible for any benefit which might be payable by a previous insurer under an extension or conversion clause or for any other reason.

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<sup>1</sup> See Appendix 5: Computerized Billing of Group Insurance Premiums.

**5-3.30<sup>1</sup>**

Every policy must include, among others, the following stipulations:

- a) a specific provision with regard to the premium reduction which shall be allowed in the event that drugs prescribed by a physician are no longer considered admissible expenses under the health insurance plan;
- b) a guarantee to the effect that neither the factors of the retention formula nor the rates according to which the premiums are calculated may be increased prior to January 1 following the end of the first full policy year nor more often than every January 1 thereafter;
- c) the excess of premiums over benefits or reimbursements paid to the insured persons must be reimbursed by the insurer as dividends or rebates after deduction of the amounts agreed according to the predetermined retention formula;
- d) the premium for a pay period shall be computed on the basis of the rate applicable to the participant on the first day of that period;
- e) no premium shall be payable for a pay period on the first day the bus driver is not a participant; also, the premium shall be payable in full for a pay period during which the bus driver's participation terminates;
- f) the insurer must also forward to the Ministère and the QESBA a copy of every communication of a general nature sent to the boards or the insured;
- g) the insurer shall be responsible for the keeping of files, analyses and claim settlements;
- h) the insurer shall provide the Insurance Committee of the Centrale with a detailed statement of all operations carried out under the policy as well as the reports, various statistics and any information which may be required to test the accuracy of the retention calculation;
- i) any change in the coverage and the resulting deduction at source for a bus driver already in the employ of the board, following the birth or adoption of a first child or a change in status, shall come into force on the date of the event if the request is made to the insurer within thirty (30) days of the event. Any change in health insurance coverage made thirty (30) days after the event shall come into force on the first day of the pay period following the date on which the insurer receives the application;
- j) if it is accepted by the insurer, any other change concerning the coverage and the resulting deduction at source for a bus driver already in the employ of the board shall take effect on the first day of the full pay period following the date on which the board receives the notice of acceptance sent by the insurer;
- k) the definitions of spouse and dependent child are identical to those in clauses 1-2.11 and 5-3.02 of the agreement.

**Salary Insurance Plan****5-3.31**

- A) Subject to the provisions of this article and article 7-4.00, every bus driver shall be entitled for every period of disability during which he or she is absent from work to:
  - a) up to the lesser of the number of sick-leave days accumulated to his or her credit or of five (5) working days: the payment of a benefit equal to the salary he or she would have received had he or she been at work;

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<sup>1</sup> See Appendix 5: Computerized Billing of Group Insurance Premiums.

- b) upon termination of the payment of the benefit prescribed in subparagraph a), where applicable, but in no event before the expiry of a waiting period of five (5) working days from the beginning of the period of disability and for a period of up to fifty-two (52) weeks from the beginning of the period of disability: the payment of a benefit equal to eighty-five percent (85%) of the salary he or she would have received had he or she been at work;
- c) upon the expiry of the abovementioned period of fifty-two (52) weeks and for a further period of up to fifty-two (52) weeks: the payment of a benefit equal to sixty-six and two-thirds percent (66 2/3%) of the salary he or she would have received had he or she been at work.

For the purposes of calculating a benefit, the salary of the bus driver shall be the salary rate he or she would have received had he or she been at work.

- B) During a disability period, a regular bus driver absent for at least twelve (12) weeks who provides a medical certificate from his or her attending physician may, with the board's consent, return to work on a gradual basis. In this case:
  - a) the board and the bus driver, accompanied by his or her union delegate or representative, if he or she so desires, shall establish the period during which the bus driver will return to work on a gradual basis, which shall not exceed twelve (12) weeks and shall determine the time during which the bus driver must work;
  - b) during the period of gradual return to work, the bus driver is still considered on a disability leave, even if he or she is working;
  - c) while at work, the bus driver must be able to perform all of his or her usual duties and functions according to the proportion agreed to;
  - d) the period of gradual return to work must be immediately followed by the bus driver's return to work for the duration of his or her regular workweek;
  - e) the preceding provisions shall not have the effect of extending the maximum period of one hundred and four (104) weeks of benefits.

In exceptional cases, the board and the bus driver may agree on a gradual return to work before the thirteenth (13<sup>th</sup>) week.

During the period of gradual return to work, the bus driver shall be entitled to his or her salary for the proportion of time worked and to the benefit payable to him or her for the proportion of time not worked. The proportions shall be calculated on the basis of the bus driver's regular workweek.

Upon the expiry of the period initially set for the gradual return, if the bus driver is unable to return to work for the duration of his or her regular workweek, the board and the bus driver may agree on another period of gradual return while complying with the other conditions prescribed in this clause; failing agreement, the bus driver shall continue his or her disability period.

### 5-3.32

As long as benefits remain payable, including the waiting period, if any, the disabled bus driver shall continue to participate in the Government and Public Employees Retirement Plan (RREGOP) and to avail himself or herself of the insurance plans. However, he or she must pay the required contributions, except that, upon termination of the payment of the benefit prescribed in subparagraph a) of paragraph A) of clause 5-3.31, he or she shall benefit from a waiver of his or her contributions to the pension plan without losing his or her rights. The provisions relating to the waiver of contributions are an integral part of the pension plan provisions and the resulting cost shall be shared in the same manner as that of any other benefit.

The board may not dismiss a bus driver for the sole reason of his or her physical or mental impairment as long as the latter can receive benefits as a result of the application of clause 5-3.31 or article 7-4.00.

**5-3.33**

The benefits paid under clause 5-3.31 are reduced by the initial amount of any basic disability benefit paid to a bus driver under a federal or provincial law, except those paid under the Employment Insurance Act (S.C. 1996, c. 23), regardless of subsequent increases in basic benefits arising from indexation.

When a disability benefit is paid by the Société de l'assurance automobile du Québec (SAAQ), the bus driver's gross taxable income is established as follows: the board shall deduct the equivalent of all amounts required by law from the basic salary insurance benefit; the net benefit thus obtained shall be reduced by the amount of benefit received from the SAAQ and the difference is brought to the bus driver's gross taxable income from which the board shall deduct all the amounts, contributions and dues required by law and the agreement.

A bus driver who receives benefits from the SAAQ shall have one tenth (1/10) of a day deducted by the board from the bank of sick-leave days per day used under subparagraph a) of paragraph A) of clause 5-3.31.

As of the sixty-first (61<sup>st</sup>) day from the beginning of a disability, the bus driver who is presumed to be entitled to disability benefits under a federal or provincial law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23) must, upon written request by the board, accompanied by the appropriate forms, request such benefits from the organization concerned and comply with all the obligations ensuing from such a request. However, the reduction of benefits prescribed in clause 5-3.31 is made only when the bus driver is recognized as eligible and effectively begins to receive such benefits prescribed by law. In the case where a benefit prescribed by law is granted retroactively to the first day of the disability, the bus driver shall reimburse the board, where applicable, for the portion of the benefit prescribed under clause 5-3.31 as a result of the application of the first paragraph of this clause.

Every bus driver who receives a disability benefit paid under a federal or provincial law, with the exception of the Employment Insurance Act (S.C. 1996, c. 23) must, in order to be entitled to his or her salary insurance benefits under clause 5-3.31, notify the board of the amount of the weekly disability benefits paid to him or her. Furthermore, he or she must give his or her written authorization to the board so that the latter may obtain all the necessary information from the organizations, in particular the SAAQ or the RRQ, which administer a disability insurance plan under which he or she receives benefits.

**5-3.34**

Payment of the benefit shall terminate at the latest on the date the bus driver begins his or her retirement.

**5-3.35**

No benefit shall be paid during a strike or lockout except for a period of disability that began before and for which the bus driver has provided the board with a medical certificate. If the disability began during a strike or lockout and still exists at the end of the strike or lockout, the period of disability prescribed in clause 5-3.31 begins on the date of the bus driver's return to work.

**5-3.36**

Payment of benefits payable as sick-leave days or under the salary insurance plan shall be made directly by the board provided that the bus driver submit the supporting documents required under clause 5-3.37.

**5-3.37**

The board may require that the bus driver who is absent because of disability provide a written certificate for absences of fewer than four (4) days or a medical certificate attesting to the nature and duration of the disability. However, the cost of such a certificate shall be borne by the board if the bus driver is absent for fewer than four (4) days. The board may also require an examination of the bus driver concerned in connection with any absence. The cost of the examination as well as the bus driver's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her domicile shall be borne by the board.

Upon the bus driver's return to work, the board may require the bus driver to submit to a medical examination in order to establish whether he or she is sufficiently recovered to resume his or her work. The cost of the examination as well as the bus driver's transportation costs when the examination requires him or her to travel more than forty-five (45) kilometres from his or her domicile shall be borne by the board. If, in this case, the opinion of the physician chosen by the board differs from the bus driver's physician, the board and the union may, within thirty (30) days, agree on the choice of a third physician. If no agreement is reached within the said time limit, the board's physician and the bus driver's physician shall agree on the choice of a third physician within a reasonable time limit.

The third physician shall, without restricting the scope of his or her mandate and in keeping with the code of ethics, take into account the opinions of the two (2) physicians and his or her decision cannot be appealed.

The board or its designated authority must treat the medical certificates and medical examination results in a confidential manner.

**5-3.38**

When payment of benefits is refused by reason of presumed nonexistence or termination of any disability, the bus driver may appeal the decision according to the procedure for settling grievances and arbitration prescribed in Chapter 9-0.00.

**5-3.39**

- a) On July 1 of every year, the board shall credit each bus driver covered by this article with seven (7) days of sick leave. The seven (7) days thus granted shall be noncumulative but, when not used during the year, shall be redeemable on June 30 of each year under the provisions of this article at the salary rate in effect on that date per day or fraction of a day not used.
- b) Moreover, in the case of a bus driver's first year of service, the board shall add a credit of six (6) nonredeemable sick-leave days.

The bus driver hired during a fiscal year who was granted fewer than six (6) nonredeemable sick-leave days shall be entitled on July 1 of the following fiscal year, if he or she remains in the service of the same board, to the difference between six (6) days and the number of nonredeemable sick-leave days granted to him or her on the effective date of his or her hiring.

- c) The bus driver who has thirteen (13) or fewer days of sick leave accumulated to his or her credit on June 1 may, upon a written notice to the board prior to that date, choose not to redeem on June 30 the balance of the seven (7) days granted under paragraph a) of this clause and not used under this article. The bus driver, having made this choice, shall add on June 30 the balance of these seven (7) days, which are now nonredeemable, to the nonredeemable sick-leave days already accumulated.

**5-3.40**

If a bus driver becomes covered by this article in the course of a fiscal year or if he or she leaves his or her employment during the year except for paid leave, the number of days credited for the year in question shall be reduced in proportion to the number of complete months of service, it being specified that "complete month of service" means a month of service during which the bus driver is in service for half or more of the working days contained in that month.



Nevertheless, if a bus driver has used, in accordance with this agreement, some or all of the sick-leave days that the board credited to him or her on July 1 of one year, no claim shall be made as a result of the application of this clause.

**5-3.41**

Subject to clause 5-3.42, disabilities for which payment is being made on the date of the coming into force of the agreement shall be covered under the plan prescribed in this article. The effective date of the beginning of the disability period determines both the duration and the benefits to which the bus driver concerned may be entitled according to the provisions of clause 5-3.31. The disabled bus driver who is not entitled to any benefits on the date of the coming into force of the agreement shall be covered by the new plan upon his or her return to work when he or she commences a new disability period.

**5-3.42**

The bus driver who benefited up to June 30, 1998 from a bank of nonredeemable sick-leave days under the pertinent provisions of a board regulation shall retain the use the bank of sick-leave days in accordance with the provisions of the said regulation<sup>1</sup>.

The bus driver may also use his or her nonredeemable sick-leave days to his or her credit, at a rate of one day per day, to extend his or her disability leave upon expiry of the benefits prescribed in subparagraph c) of paragraph A) of clause 5-3.31. In addition, these days may also be used to extend a maternity leave.

**5-3.43**

The sick-leave days to a bus driver's credit shall remain to his or her credit and the days used shall be deducted from the total accumulated. The sick-leave days shall be used in the following order:

- a) the redeemable days credited under clause 5-3.39 of the agreement;
- b) after having used up the days in the preceding paragraph, the nonredeemable days under a previous regulation or the agreement, to the bus driver's credit.

**5-3.44**

Every bus driver who benefits from paragraph a) of clause 5-3.39 may use, subject to the provisions of the following paragraph, up to two (2) days per year for personal business upon a notice to the board of at least twenty-four (24) hours.

The days thus used shall be deducted from the credit of seven (7) days obtained by the application of paragraph a) of clause 5-3.39.

The days prescribed in the first paragraph of this clause must be taken in half-days or full days.

**5-3.45**

The board shall prepare a statement of the bus driver's bank of sick-leave days on June 30 of each year and shall so inform him or her within the sixty (60) calendar days that follow.

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<sup>1</sup> See Appendix 7: Use of Bank of Sick-leave Days.

**5-4.00 PARENTAL RIGHTS****Section I General Provisions****5-4.01**

Maternity leave, paternity leave or adoption leave allowances shall be paid only as a supplement to parental insurance benefits or Employment Insurance benefits, as the case may be, or, in the cases prescribed hereinafter, as payments during a period of absence caused by a pregnancy for which the Québec Parental Insurance Plan and the Employment Insurance Plan provide no benefit.

However, maternity leave, paternity leave or adoption leave allowances shall be paid only during the weeks the bus driver receives or would receive, after submitting an application for benefits, benefits under the Québec Parental Insurance Plan or Employment Insurance Plan.

In the case where the bus driver shares the adoption or parental benefits prescribed by the Québec Parental Insurance Plan or the Employment Insurance Plan with his or her spouse, allowances shall be paid only if the bus driver actually receives a benefit under either one of the plans during the maternity leave prescribed in clause 5-4.05, paternity leave prescribed in clause 5-4.26 or the adoption leave prescribed in clause 5-4.38.

**5-4.02**

Where both parents are women, the allowances and benefits granted to the father shall be granted to the mother who did not give birth.

**5-4.03**

The board shall not reimburse a bus driver for an amount that could be claimed from the bus driver by the Minister of Employment and Social Solidarity under the Act respecting parental insurance (R.S.Q., c. A-29.011).

Moreover, the board shall not reimburse a bus driver for an amount that could be claimed from the bus driver by Human Resources and Skills Development Canada (HRSDC) under the Employment Insurance Act (S.C. 1996, c. 23).

The basic weekly salary<sup>1</sup>, the deferred basic weekly salary and severance payments shall not be increased or decreased by the amounts received under the Québec Parental Insurance Plan or the Employment Insurance Plan.

**5-4.04**

Unless there are specific provisions to the contrary, this article cannot result in granting a bus driver a monetary or nonmonetary benefit, which he or she would not have had had he or she remained at work.

**Section II Maternity Leave****5-4.05**

The maternity leave of a pregnant bus driver referred to in clause 5-4.12 is twenty-one (21) weeks which, subject to clause 5-4.08 or 5-4.09, must be taken consecutively.

The maternity leave of the pregnant bus driver referred to in clause 5-4.14 or 5-4.15 is twenty (20) weeks which, subject to clauses 5-4.08 and 5-4.09, must be taken consecutively.

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<sup>1</sup> "Basic weekly salary" means the bus driver's regular salary including the regular salary supplement for a regularly increased workweek as well as the premiums for responsibility, but excluding other premiums and without any additional remuneration even for overtime.

The bus driver eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan, but who has not completed twenty (20) weeks' service as prescribed in clauses 5-4.12 and 5-4.14 is also entitled to a leave of twenty-one (21) weeks or twenty (20) weeks, as the case may be.

The bus driver referred to in clause 5-4.15 is entitled to a twenty (20)-week leave if she has not completed twenty (20) weeks' service as prescribed in that clause.

A bus driver who becomes pregnant while on leave without salary or part-time leave without salary prescribed in this article is also entitled to maternity leave and to the allowances prescribed in clause 5-4.12, 5-4.14 or 5-4.15, as the case may be.

Should the bus driver's spouse die, the remainder of the maternity leave and the rights and benefits attached thereto shall be transferred to the bus driver.

#### **5-4.06**

A bus driver shall also be entitled to the maternity leave in cases where there is a miscarriage after the beginning of the twentieth (20<sup>th</sup>) week prior to the expected date of delivery.

#### **5-4.07**

The distribution of maternity leave, before and after delivery, shall be decided by the bus driver and shall include the day of delivery. The leave shall be concurrent with the period during which benefits are paid under the Act respecting parental insurance (R.S.Q., c. A-29.011) and must begin no later than the week following the start of benefits payment under the Québec Parental Insurance Plan.

#### **5-4.08 Suspension of Maternity Leave**

A bus driver may suspend her maternity leave and return to work if she has sufficiently recovered from delivery but the child is unable to leave the health institution.

Moreover, when a bus driver has sufficiently recovered from delivery but the child is hospitalized after leaving the health institution, the bus driver may suspend her maternity leave, after agreement with the board, and return to work for the period during which the child is hospitalized.

The leave may be suspended only once in the cases mentioned in the preceding paragraphs. It is completed when the child is brought home.

#### **5-4.09 Division of Maternity Leave**

At the bus driver's request, a maternity leave may be divided into weeks if her child is hospitalized or for a situation, other than illness related to pregnancy, referred to in sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the maternity leave may be suspended corresponds to the number of weeks during which the child is hospitalized. For other possible divisions, a maximum number of weeks during which the leave may be suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the bus driver is considered on leave without salary and shall not receive any allowances or benefits from the board. The bus driver is entitled to the benefits prescribed in clause 5-4.52 during those suspensions.

#### **5-4.10**

When the bus driver resumes the maternity leave suspended or divided under clause 5-4.08 or 5-4.09, the board shall pay the bus driver the allowance to which she would have been entitled had she not availed herself of the suspension or division. The board shall pay the allowance for the number of weeks remaining under clause 5-4.12, 5-4.14 or 5-4.15, as the case may be, subject to clause 5-4.01.

#### 5-4.11 Advance Notice

To obtain maternity leave, a bus driver must give written notice to the board not less than two (2) weeks before the date of departure. The notice must be accompanied by a medical certificate or a written report signed by a midwife attesting to the pregnancy and the expected date of delivery.

Less than two (2) weeks' notice may be given if a medical certificate attests that the bus driver must stop working earlier than expected. In case of unforeseen events, the bus driver shall not be required to give notice, subject to submitting a medical certificate to the board stating it is necessary to stop working immediately.

#### Cases Eligible for the Québec Parental Insurance Plan

#### 5-4.12

A bus driver who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the Québec Parental Insurance Plan, is also entitled to receive, during her twenty-one (21) weeks of maternity leave, a benefit equal to the difference between ninety-three percent (93%)<sup>2</sup> of her basic weekly salary and the amount of maternity or parental benefits she is receiving or would receive, upon request, under the Québec Parental Insurance Plan.

The allowance is based on the Québec Parental Insurance Plan benefits to which a bus driver is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the Act respecting parental insurance (R.S.Q., c. A-29.011).

However, if the allowance paid under the Québec Parental Insurance Plan is modified as a result of a change in information provided by the board, the latter shall adjust the allowance accordingly.

A bus driver who works for more than one employer shall receive an allowance equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the board and the amount of the Québec Parental Insurance Plan benefit corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the bus driver shall submit to each of her employers a statement of the weekly salary paid by each employer, together with the amount of benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011).

#### 5-4.13

The board may not offset, by the allowance that it pays to the bus driver on maternity leave, the reduction in the benefits under the Québec Parental Insurance Plan attributable to the salary earned from another employer.

Notwithstanding the provisions of the preceding paragraph, the board shall pay the compensation if the bus driver proves that the salary earned from another employer is usual salary by means of a letter to that effect from the employer paying it. If the bus driver proves to the board that only part of the salary earned from another employer is usual, compensation shall be limited to that part.

The employer paying the usual salary prescribed in the preceding paragraph must, at the bus driver's request, produce such a letter.

The total amounts received by the bus driver during her maternity leave as Québec Parental Insurance Plan benefits, allowances and salary cannot exceed ninety-three percent (93%) of the basic weekly salary paid by the board or, where applicable, her employers (including the board).

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<sup>1</sup> A bus driver on leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and involves a benefit or remuneration.

<sup>2</sup> Ninety-three percent (93%): this percentage is based on the fact that a bus driver, in this situation, is exempt from making contributions to the pension plans, the Québec Parental Insurance Plan and the Employment Insurance Plan equivalent, on average, to seven percent (7%) of her salary.

**Cases Ineligible for the Québec Parental Insurance Plan but Eligible for the Employment Insurance Plan****5-4.14**

A bus driver who has accumulated twenty (20) weeks of service<sup>1</sup> and who is eligible for benefits under the Employment Insurance Plan but is not eligible for benefits under the Québec Parental Insurance Plan is entitled to receive during her maternity leave:

- A) For each week of the waiting period prescribed by the Employment Insurance Plan, an allowance equal to ninety-three percent (93%)<sup>2</sup> of her basic weekly salary.
- B) For each week following the period prescribed in subparagraph A), an allowance equal to the difference between ninety-three percent (93%) of her basic weekly salary and the amount of maternity or parental benefits she is receiving or could receive, upon request, under the Employment Insurance Plan up to the end of the twentieth (20<sup>th</sup>) week of maternity leave.

The additional allowance is based on the Employment Insurance benefits to which a bus driver is entitled, without taking into account the amounts subtracted from those benefits for repayment of benefits, interest, penalties and other amounts recoverable under the Employment Insurance Plan.

However, if the allowance paid under the Employment Insurance Plan is modified as a result of a change in information provided by the board, the latter shall adjust the allowance accordingly.

A bus driver who works for more than one employer shall receive an allowance equal to the difference between ninety-three percent (93%) of the basic weekly salary paid by the board and the amount of the Employment Insurance benefits corresponding to the proportion of the basic weekly salary paid by the board compared to the total basic weekly salaries paid by all the employers. For that purpose, the bus driver shall submit to each of her employers a statement of the weekly salary paid by each employer, together with the amount of benefits paid by HRSDC.

Moreover, should HRSDC reduce the number of weeks of Employment Insurance benefits to which the bus driver would have been entitled had she not received Employment Insurance benefits before her maternity leave, the bus driver shall continue to receive, for a period equivalent to the weeks subtracted by HRSDC, the allowance prescribed in the first paragraph of subparagraph B) as if the bus driver had received Employment Insurance benefits during that period.

Clause 5-4.13 applies to this clause with the necessary changes.

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<sup>1</sup> A bus driver on leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and involves a benefit or remuneration.

<sup>2</sup> Ninety-three percent (93%): this percentage is based on the fact that a bus driver, in this situation, is exempt from making contributions to the pension plans and to the Employment Insurance Plan equivalent, on average, to seven percent (7%) of her salary.

**Cases Ineligible for both the Québec Parental Insurance Plan and the Employment Insurance Plan****5-4.15**

A bus driver excluded from receiving benefits under the Québec Parental Insurance Plan and the Employment Insurance Plan shall also be excluded from receiving any allowance prescribed in clauses 5-4.12 and 5-4.14.

However, a full-time bus driver who has accumulated twenty (20) weeks of service<sup>1</sup> is entitled to an allowance equal to ninety-three percent (93%) of her basic weekly salary for twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.

A part-time bus driver who has accumulated twenty (20) weeks of service<sup>1</sup> is entitled to an allowance equal to ninety-five percent (95%) of her basic weekly salary, for a period of twelve (12) weeks, if she is not receiving benefits under a parental rights plan established by another province or territory.

If the part-time bus driver is exempt from making contributions to the pension plans and to the Québec Parental Insurance Plan, the percentage of allowance shall be set at ninety-three percent (93%) of her basic weekly salary.

**5-4.16**

In the cases prescribed in clauses 5-4.12, 5-4.14 and 5-4.15:

- A) No allowance may be paid during a period of vacation for which the bus driver is paid.
- B) In the case of a bus driver eligible for benefits under the Québec Parental Insurance Plan, the allowance owing shall be paid at two (2)-week intervals. Unless the bus driver is paid weekly, the first payment being due, only fifteen (15) days after the board obtains proof that she is receiving benefits under the Québec Parental Insurance Plan.

In the case of the bus driver eligible for benefits under the Employment Insurance Plan, the allowance owing for the first two (2) weeks shall be paid by the board in first two (2) weeks of the leave. Unless the bus driver is paid weekly, the allowance owing after that date shall be paid at two (2)-week intervals, the first payment being due, in the case of a bus driver eligible for benefits under the Employment Insurance Plan, only fifteen (15) days after the board obtains proof that she is receiving Employment Insurance benefits.

For purposes of subparagraph B), a statement of benefits, a stub and information provided by the Ministry of Employment and Social Solidarity or by the HRSDC to the board in an official statement shall be considered proof.

- C) Service shall be calculated with all the employers in the public and parapublic sectors (education, public service, health and social services), health and social services agencies, all bodies for which, by law, the salary standards and scales are determined according to conditions defined by the government, the Office franco-québécois pour la jeunesse, the Société de gestion du réseau informatique des commissions scolaires (GRICS) and any other body listed in Schedule C of the Act respecting the process of negotiation of the collective agreements in the public and parapublic sectors (R.S.Q., c. R-8.2).

Moreover, the requirement of twenty (20) weeks' service under clauses 5-4.12, 5-4.14 and 5-4.15 shall be deemed to have been met, where applicable, when the bus driver has satisfied that requirement with any of the employers mentioned in the preceding paragraph.

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<sup>1</sup> A bus driver on leave shall accumulate service if her leave is authorized, in particular in the case of a disability, and involves a benefit or remuneration.

- D) The basic weekly salary of a part-time bus driver is the average basic weekly salary for the twenty (20) weeks preceding her maternity leave. If, during that period, the bus driver had received benefits based on a certain percentage of her regular salary, it is understood that her basic weekly salary for her maternity leave shall be based on the basic weekly salary on which the benefits were determined.

In addition, any period during which a bus driver on special leave prescribed in clause 5-4.22 is not receiving any benefits from the CSST shall be excluded for the purposes of calculating her average basic weekly salary.

If the period of twenty (20) weeks preceding a part-time bus driver's maternity leave includes the date on which the salary rates and scales are increased, the basic weekly salary shall be based on the salary rate in effect on that date. If, however, the maternity leave includes that date, the basic weekly salary shall be adjusted on that date according to the applicable salary scale adjustment rate.

Any layoff during the twenty (20) weeks preceding a bus driver's maternity leave shall be excluded for the purposes of calculating her average basic weekly salary.

The provisions of subparagraph D) constitute one of the express stipulations mentioned in clause 5-4.04.

- E) In the case of a bus driver who is laid off temporarily, the maternity leave benefit to which she is entitled under the agreement and which is paid by the board shall end on the date of the layoff.

Subsequently, if the bus driver is reinstated in her position or is recalled, as the case may be, in accordance with the provisions of the agreement, the maternity leave benefit shall be reestablished as of the date on which she is reinstated in her position or a job under her right of recall.

In both cases, the weeks for which the bus driver received the maternity leave benefits as well as the weeks during the layoff period shall be deducted from the number of weeks to which she is entitled under clause 5-4.12, 5-4.14 or 5-4.15, as the case may be, and the maternity leave benefits shall be reestablished for the number of weeks remaining under clause 5-4.12, 5-4.14 or 5-4.15, as the case may be.

#### **5-4.17**

During maternity leave and the extensions prescribed in clause 5-4.18, a bus driver shall receive the following benefits, provided she is normally entitled to them:

- life insurance;
- health insurance, if she pays her portion of the premiums;
- accumulation of vacation time or payment of compensatory amounts;
- accumulation of sick-leave days;
- accumulation of seniority;
- accumulation of experience;
- accumulation of active service for the purposes of acquiring tenure;
- right to apply for a posted position and to obtain it in accordance with the provisions of the agreement as if she were at work.

A bus driver may carry forward not more than four (4) weeks' annual vacation if they fall within her maternity leave and if, not later than two (2) weeks before the expiry of the leave, she notifies the board in writing of the date on which the vacation is to be taken.

#### **5-4.18 Extension of the Maternity Leave**

If the birth occurs after the due date, the bus driver is entitled to extend the maternity leave for the length of time the birth is overdue, except if she still has at least two (2) weeks of maternity leave left after the birth.

The maternity leave may also be extended if the state of health of the child or of the bus driver requires it. The duration of extended maternity leave shall be specified in the medical certificate provided by the bus driver.

During those extensions, the bus driver is considered on leave without salary and shall not receive any allowance or benefit from the board. The bus driver is entitled to the benefits prescribed in clause 5-4.17 during the first six (6) weeks and subsequently in clause 5-4.52 during those extensions.

#### **5-4.19**

Maternity leave may be for a shorter period than that prescribed in clause 5-4.05. A bus driver who returns to work within two (2) weeks of the birth must, at the board's request, submit a medical certificate attesting that she has sufficiently recovered to return to work.

#### **5-4.20**

In the fourth (4<sup>th</sup>) week before the end of a maternity leave, the board must send the bus driver a notice indicating the date of expiry of the leave.

The bus driver to whom the board has sent such a notice must report for work on the date of expiry of the maternity leave, unless the leave is extended in the manner prescribed in clause 5-4.50.

A bus driver who does not comply with the preceding paragraph shall be deemed to be on leave of absence without salary for a period not exceeding four (4) weeks. A bus driver who does not report for work at the end of that period is deemed to have resigned.

#### **5-4.21**

Upon returning from maternity leave, the bus driver shall be reinstated in her position. If the position has been abolished, the bus driver is entitled to the benefits she would have received had she been at work at that time.

### **Section III Special Pregnancy and Breastfeeding Leaves**

#### **Temporary Assignment and Special Leave**

#### **5-4.22**

A bus driver may request to be assigned temporarily to another position that is permanently vacant or temporarily unoccupied in the same class of employment or, if she agrees and subject to the provisions of the agreement, in another class of employment, in the following cases:

- a) she is pregnant and her working conditions involve risks of infectious diseases or physical dangers for her or her unborn child;
- b) her working conditions involve dangers for the child whom she is breastfeeding;
- c) she works regularly at a cathode-ray screen.

The bus driver must submit a medical certificate to that effect as soon as possible.

When the board receives a request for a preventive reassignment, it shall immediately inform the union of the name of the bus driver and the reasons supporting the request for preventive reassignment.

A bus driver assigned to another position shall retain the rights and benefits related to her regular position.



If she is not immediately reassigned, the bus driver is entitled to special leave beginning immediately. Unless a temporary assignment occurs subsequently to put an end to the special leave, the special leave ends, for a bus driver who is pregnant, on the date of delivery and, for a bus driver who is breastfeeding, at the end of the period of breastfeeding. However, for bus drivers eligible for benefits payable under the Act respecting parental insurance (R.S.Q., c. A-29.011), the special leave shall end the fourth (4<sup>th</sup>) week prior to the expected date of delivery.

During the special leave prescribed in this clause, compensation is governed by the provisions of the Act respecting occupational health and safety (R.S.Q., c. S-2.1) concerning preventive reassignment of pregnant or breastfeeding employees.

However, upon a written request to that effect, the board shall pay the bus driver an advance on the allowance receivable, calculated on the basis of the payments that may be anticipated. If the Commission de la santé et de la sécurité du travail (CSST) pays the anticipated allowance, the reimbursement shall be deducted from that amount. If not, the reimbursement shall be made under clause 6-6.03 until the debt is fully paid. However, if the bus driver exercises the right to apply for a review of the CSST decision or to contest the decision before the Commission des lésions professionnelles, reimbursement may not be claimed before the administrative review of the CSST or, where applicable, the decision of the Commission des lésions professionnelles has been made.

In addition to the preceding provisions, at the bus driver's request, the board must study the possibility of temporarily changing the duties, without losing any rights, of the bus driver working with a cathode-ray screen so as to reduce her working time at the cathode-ray screen to a maximum of two (2) hours per half (1/2) day and of assigning her to other duties she is reasonably capable of performing for the remainder of her working time.

### **Other Special Leaves**

#### **5-4.23**

A bus driver is also entitled to a special leave in the following cases:

- a) when a complication in the pregnancy or a risk of miscarriage requires a work stoppage for a period prescribed by a medical certificate; the special leave may not be extended beyond the beginning of the fourth (4<sup>th</sup>) week before the expected date of delivery;
- b) upon presentation of a medical certificate prescribing the duration when a natural or induced miscarriage occurs before the beginning of the twentieth (20<sup>th</sup>) week preceding the expected date of delivery;
- c) for medical visits related to the pregnancy carried out by a health professional and attested to by a medical certificate or a written report signed by a midwife.

#### **5-4.24**

For the visits prescribed in subparagraph c) of clause 5-4.23, the bus driver shall be granted a special leave with full salary for a maximum of four (4) days which may be taken in half-days.

During the special leaves granted under this section, the bus driver is entitled to the benefits prescribed in clause 5-4.17, provided she is normally entitled to them, and in clause 5-4.21 of Section II. In addition, a bus driver covered by subparagraphs a), b) and c) of clause 5-4.23 may opt for the benefits under the sick-leave plan or the salary insurance plan. However, in the case of subparagraph c) of clause 5-4.23, the bus driver must first have exhausted the four (4) days prescribed in the preceding paragraph.

## **Section IV Paternity Leave**

### **5-4.25 Paternity Leave - Maximum Duration of Five (5) Days**

A bus driver shall be entitled to leave with salary for a maximum of five (5) working days at the time of the birth of his child. The bus driver shall also be entitled to such leave if his spouse miscarries after the beginning of the twentieth (20<sup>th</sup>) week prior to the due date. This leave may be taken discontinuously and must be taken between the beginning of the actual delivery and the fifteenth (15<sup>th</sup>) day after the mother or child returns home.

One (1) of the five (5) days may be taken for the child's christening or registration.

A female bus driver whose spouse delivers a child shall also be entitled to such leave if she is deemed to be one of the child's mothers.

### **5-4.26 Paternity Leave - Maximum Duration of Five (5) Weeks**

Upon the birth of his child, a bus driver shall also be entitled to a paternity leave of no more than five (5) weeks which, subject to clauses 5-4.27 and 5-4.28, must be taken consecutively. This leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's birth.

The paternity leave of the bus driver eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall coincide with the period during which benefits granted under either plan are paid and must begin no later than the week following the beginning of the benefits payment.

A female bus driver whose spouse delivers a child shall also be entitled to this leave if she is deemed to be one of the child's mothers.

### **5-4.27 Suspension of Paternity Leave**

When the child is hospitalized, the bus driver may interrupt his paternity leave prescribed in clause 5-4.26, upon agreement with the board, and return to work for the duration of the hospitalization.

### **5-4.28 Division of Paternity Leave**

At the bus driver's request, the paternity leave prescribed in clause 5-4.26 may be divided into weeks before the expiry of the first fifty-two (52) weeks, if his child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the paternity leave is suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions, the maximum number of weeks during which the leave may be suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the bus driver is considered on leave without salary and shall not receive any allowances or benefits from the board. The bus driver is entitled to the benefits prescribed in clause 5-4.52 during those suspensions.

### **5-4.29**

The bus driver who takes a paternity leave under clauses 5-4.25 and 5-4.26 shall receive the benefits prescribed in clause 5-4.17, provided he is normally entitled to them and in clause 5-4.21.

### **5-4.30 Extension of Paternity Leave**

A bus driver who, before the expiry date of his paternity leave prescribed in clause 5-4.26, sends his board a notice accompanied by a medical certificate attesting that the state of health of the child requires it, is entitled to extend his paternity leave for the duration indicated in the medical certificate.

During the extended leave, the bus driver is considered on leave without salary and shall not receive any allowances or benefits from the board. The bus driver is covered by clause 5-4.52 during that period.

**5-4.31**

During the paternity leave prescribed in clause 5-4.26, the bus driver shall receive an allowance equal to the difference between his basic weekly salary and the amount of benefits that he is receiving or would receive had he submitted an application for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.

**5-4.32**

The second, third and fourth paragraphs of clause 5-4.12 or 5-4.14, as the case may be, and clause 5-4.13 apply to this clause with the necessary changes.

**5-4.33**

A bus driver excluded from receiving paternity benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan shall receive, during the paternity leave prescribed in clause 5-4.26, an allowance equal to his basic weekly salary.

**5-4.34**

Subparagraphs A), B), D) and E) of clause 5-4.16 apply to a bus driver who receives benefits prescribed in clause 5-4.31, 5-4.32 or 5-4.33 with the necessary changes.

**5-4.35**

When a bus driver resumes the paternity leave suspended or divided under clause 5-4.27 or 5-4.28, the board shall pay the bus driver the allowance to which he would have been entitled had he not availed himself of the suspension or division. The board shall pay the allowance for the number of weeks remaining under clause 5-4.26, subject to clause 5-4.01.

**5-4.36****Paternity Leaves**

- a) A bus driver must send the board, as soon as possible, a notice prior to the leave prescribed in clause 5-4.25.
- b) The leave of absence mentioned in clause 5-4.26 shall be granted upon a written request submitted at least three (3) weeks in advance. The time limit may be shorter, if the birth occurs prior to the anticipated date.

The request must indicate the expected expiry date of the leave.

The bus driver must report for work upon the expiry of his paternity leave prescribed in clause 5-4.26, unless the leave was extended in the manner prescribed in clause 5-4.50.

The bus driver who does not comply with the preceding paragraph is deemed on leave without salary for a period not exceeding four (4) weeks. At the end of that period, the bus driver who has not reported for work is deemed to have resigned.

**Section V Adoption Leave and Leave for Adoption Purposes****5-4.37 Adoption Leave - Maximum Duration of Five (5) Days**

A bus driver is entitled to a paid leave of a maximum duration of five (5) working days for the adoption of a child other than his or her spouse's child. The leave may be discontinuous, but it may not be taken more than fifteen (15) days after the child's arrival home.

One of the five (5) days may be used for the baptism or registration.

#### **5-4.38 Adoption Leave - Maximum Duration of Five (5) Weeks**

A bus driver who legally adopts a child, other than his or her spouse's child, is entitled to a maximum of five (5) weeks of adoption leave which, subject to clauses 5-4.41 and 5-4.42, must be taken consecutively. The leave must end no later than at the end of the fifty-second (52<sup>nd</sup>) week following the week of the child's arrival home.

The leave of the bus driver eligible for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan shall be concurrent with the period during which benefits are paid under either plan and must begin no later than the week following the start of benefits payment.

The leave of a bus driver who is ineligible for benefits under the Québec Parental Insurance Plan must be taken after the order of placement of the child or the equivalent in the case of an international adoption in accordance with the adoption plan or at another time agreed upon with the board.

During the adoption leave prescribed in this clause, the bus driver shall receive an allowance equal to the difference between his or her basic weekly salary paid at two (2)-week intervals or at one (1)-week intervals if he or she is paid weekly and the amount he or she receives or would receive, if he or she applied for benefits under the Québec Parental Insurance Plan or the Employment Insurance Plan.

#### **5-4.39 Leave Without Salary for Adoption Purposes**

A bus driver shall be entitled to a leave without salary of a maximum duration of ten (10) weeks to adopt a child, other than the spouse's child, beginning on the date on which the bus driver assumes full legal responsibility for the child. To obtain a leave, a bus driver must submit a written request to the board at least two (2) weeks in advance.

The bus driver who travels outside Québec in order to adopt a child, other than his or her spouse's child, shall be granted, for that purpose and upon a written request submitted to the board two (2) weeks in advance, where possible, a leave of absence without salary for the time necessary for such travel.

However, the leave shall end no later than the week following the start of benefits payment under the Québec Parental Insurance Plan and the provisions of clause 5-4.38 apply.

During the leave of absence, the bus driver shall be entitled to the benefits prescribed in clause 5-4.52.

#### **5-4.40**

During the adoption leave prescribed in clause 5-4.37, 5-4.38 or 5-4.47, a bus driver shall be entitled to the benefits prescribed in clause 5-4.17, provided he or she is normally entitled to them. At the end of the leave, he or she shall be reinstated in his or her position, but if the position was abolished, the bus driver is entitled to the benefits he or she would have received had he or she been at work at that time.

#### **5-4.41 Suspension of Adoption Leave**

If the child is hospitalized, the bus driver may suspend his or her adoption leave prescribed in clause 5-4.38, after agreement with the board and return to work for the period during which the child is hospitalized.

#### **5-4.42 Division of Adoption Leave**

At the bus driver's request, an adoption leave prescribed in clause 5-4.38 may be divided into weeks before the expiry of the first fifty-two (52) weeks if his or her child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the adoption leave is suspended corresponds to the number of weeks during which the child is hospitalized. For any other possible divisions, the maximum number of weeks during which the leave may be suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the bus driver is considered on leave without salary and shall not receive any allowances or benefits from the board. The bus driver is entitled to the benefits prescribed in clause 5-4.52 during those suspensions.

#### **5-4.43**

When the bus driver resumes the adoption leave suspended or divided under clauses 5-4.41 and 5-4.42, the board shall pay the bus driver the allowance to which he or she would have been entitled had he or she not availed himself or herself of the suspension or division for the number of weeks remaining under clause 5-4.38, subject to clause 5-4.01.

#### **5-4.44 Extension of Adoption Leave**

A bus driver who forwards to the board, prior to the expiry date of his or her adoption leave prescribed in clause 5-4.38, a notice accompanied by a medical certificate attesting that the health of his or her child so requires, is entitled to an extended adoption leave. The duration shall be specified in the medical certificate.

During the extended leave, the bus driver is considered on leave without salary and shall not receive any allowances or benefits from the board. The bus driver shall be covered by clause 5-4.52 during that period.

#### **5-4.45**

The second, third and fourth paragraphs of clause 5-4.12 or 5-4.14, as the case may be, and clause 5-4.13 apply to this clause with the necessary changes.

#### **5-4.46**

A bus driver who is not entitled to adoption benefits under the Québec Parental Insurance Plan or parental benefits under the Employment Insurance Plan who adopts a child other than his or her spouse's child shall receive, during the adoption leave provided for in clause 5-4.38, a benefit equal to his or her basic weekly salary.

#### **5-4.47**

A bus driver who adopts his or her spouse's child is entitled to a maximum of five (5) working days of leave, of which only the first two (2) shall be paid.

The leave may be discontinuous but it may not be taken more than fifteen (15) days of filing adoption papers.

#### **5-4.48**

Subparagraphs A), B), D) and E) of clause 5-4.16 apply to the bus driver who is entitled to the compensation prescribed in clause 5-4.38, 5-4.45 or 5-4.46 with the necessary changes.

#### **5-4.49**

##### Adoption Leaves

- a) A bus driver must send the board, as soon as possible, a notice prior to the leave mentioned in clause 5-4.37.
- b) The leave of absence mentioned in clause 5-4.38 shall be granted upon a written request submitted at least three (3) weeks in advance. The time limit may be shorter, if the birth occurs prior to the anticipated date.

The request must indicate the expected expiry date of the leave.

The bus driver must report for work on the date of expiry of the adoption leave prescribed in clause 5-4.38, unless the leave is extended in the manner prescribed in clause 5-4.50.

A bus driver who does not comply with the preceding paragraph shall be deemed to be on leave of absence without salary for a period not exceeding four (4) weeks. The bus driver who does not report for work at the end of that period is deemed to have resigned.

## **Section VI Full-time Leaves of Absence Without Salary or Part-time Leaves of Absence Without Salary for Maternity, Paternity or Adoption**

### **5-4.50**

- A) Upon a written request submitted to the board at least three (3) weeks in advance in the case of a full-time leave without salary and at least thirty (30) days in advance in the case of a part-time leave without salary, the bus driver shall be entitled to one of the following leaves:
- 1) a leave without salary for two (2) years immediately following the maternity leave prescribed in clause 5-4.05;
  - 2) a leave without salary for two (2) years immediately following the paternity leave prescribed in clause 5-4.26. However, the leave must not extend beyond the one hundred and twenty-fifth (125<sup>th</sup>) week following the birth;
  - 3) a leave without salary for two (2) years immediately following the adoption leave prescribed in clause 5-4.38. However, the leave must not extend beyond the one hundred and twenty-fifth (125<sup>th</sup>) week following the child's arrival home.

A full-time bus driver who does not take the leave without salary shall be entitled to a part-time leave without salary determined over a maximum two (2)-year period. However, the leave must not extend beyond the one hundred and twenty-fifth (125<sup>th</sup>) week following the birth or the child's arrival home.

A part-time bus driver shall also be entitled to the part-time leave without salary. However, the other provisions of the agreement concerning the determination of the number of working hours shall continue to apply.

A bus driver who does not take the full-time or part-time leave of absence without salary may take the leave unused by his or her spouse either as full-time or part-time leave of absence without salary in accordance with the necessary formalities.

If the bus driver's spouse is not employed in the public or parapublic sector, the bus driver may avail himself or herself of one of the above leaves, at a time of his or her choosing, within the two (2) years following the birth or adoption, without however exceeding the set limit of two (2) years from the date of birth or adoption.

- B) The bus driver who does not use the leave prescribed in paragraph A) may benefit after the birth or adoption of his or her child from a leave without salary for a maximum period of fifty-two (52) continuous weeks which begins at the time the bus driver chooses and ends no later than seventy (70) weeks after the birth or, in the case of an adoption, seventy (70) weeks after he or she assumes full legal responsibility for the child.

During any of the leaves mentioned in this clause, the bus driver shall retain the right, if he or she has such a right, to use the days of sick leave provided for in article 5-3.00.

In the case of one of the leaves mentioned above, the request must indicate the date of return to work. The request for the part-time leave of absence without salary must indicate the schedule of the leave. If the board does not agree on the number of days of leave per week, the bus driver shall be entitled to a maximum of two and a half (2 1/2) days of leave per week or the equivalent, for a maximum of two (2) years. If the board does not agree on the schedule, it shall decide on the distribution.

**5-4.51**

Upon the bus driver's request, the full-time leave without salary prescribed in clause 5-4.50 may be divided into weeks prior to the end of the first fifty-two (52) weeks.

The leave may be divided if the bus driver's child is hospitalized or due to a situation covered by sections 79.1 and 79.8 to 79.12 of the Act respecting labour standards (R.S.Q., c. N-1.1).

The maximum number of weeks during which the leave may be suspended is equal to the number of weeks during which the child is hospitalized. For any other possible divisions, the maximum number of weeks during which the leave may be suspended is prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1) for such a situation.

During those suspensions, the bus driver is considered on leave without salary and shall not receive any allowances or benefits from the employer. The bus driver is covered by clause 5-4.50 during those suspensions.

**5-4.52**

During the leave of absence without salary, the bus driver shall accumulate seniority and retain experience. He or she shall continue to participate in the applicable basic health insurance plan by paying his or her portion of the premiums for the first fifty-two (52) weeks of leave and all premiums for the remainder of the leave. Moreover, he or she may continue to participate in applicable supplemental insurance plans, provided he or she so requests at the beginning of the leave and pays all premiums.

During the part-time leave of absence without salary, the bus driver shall also accumulate his or her seniority on the same basis as prior to the leave and, for the proportion of hours worked, he or she shall be governed by the rules applicable to a bus driver who holds a part-time position.

Subject to a specific provision of the agreement, during the full-time or part-time leave of absence without salary, the bus driver shall accumulate his or her experience for the purposes of determining his or her salary up to the first fifty-two (52) weeks of a leave of absence without salary or a part-time leave of absence without salary.

**5-4.53**

A bus driver may take his or her postponed annual vacation immediately before his or her full-time or part-time leave of absence without salary, provided there is no interruption with his or her paternity leave, maternity leave or adoption leave, as the case may be.

**5-4.54**

A bus driver who has been notified four (4) weeks in advance by the board of the date of expiry of a leave must give advance notice of his or her return to work at least two (2) weeks before the expiry of the said leave. If he or she has not reported for work on the prescribed date of return, he or she is deemed to have resigned.

**5-4.55**

A bus driver who wishes to end his or her leave without salary before the scheduled expiry date must give written notice of his or her intent to return to work at least twenty-one (21) days in advance. In the case of a leave without salary exceeding fifty-two (52) weeks, such a notice shall be submitted at least thirty (30) days in advance.

Upon his or her return from the leave without salary or part-time leave without salary, the bus driver shall be entitled to a position assigned under article 7-3.00.

**5-4.56**

A full-time or part-time leave of absence without salary for a maximum of one year shall be granted to a bus driver whose minor child experiences socioemotional problems or whose minor child is handicapped or ill and who requires his or her care. In this case, the last paragraph of clause 5-4.50 shall apply except for the maximum duration of the leave without salary, which may not exceed one year.

**Section VII Miscellaneous Provisions****5-4.57**

Allowances or benefits prescribed in this article and paid prior to a strike or lockout shall continue to be paid during the strike or lockout.

**5-4.58**

If it can be established before an arbitrator that a bus driver on probation has taken a maternity leave or a full-time or part-time leave of absence without salary to extend a maternity leave and that the board has terminated her employment, it shall be up to the board to prove that the bus driver was dismissed for reasons other than for taking maternity leave or the full-time or part-time leave of absence without salary.

**5-4.59**

The total amounts received by the bus driver as Employment Insurance benefits and allowances cannot exceed ninety-five percent (95%) of her basic salary.

**5-5.00 PARTICIPATION IN PUBLIC AFFAIRS****5-5.01**

The board recognizes the same rights for a bus driver to participate in public affairs as those recognized for all citizens.

**5-5.02**

A regular bus driver who is a candidate in a municipal, school, provincial or federal election shall obtain, upon request, a leave of absence without salary which could extend from the declaration of the elections to the tenth (10<sup>th</sup>) day which follows the election day.

**5-5.03**

A regular bus driver who does not report to work within the time allotted shall be considered as having resigned, unless the reason for which he or she does not report to work is one of the reasons for absence prescribed in the agreement. In that case, the bus driver must notify the board and, except if it is impossible for him or her to report to work on the first working day following such a leave, he or she shall be considered as having resigned as of that day.

**5-5.04**

A regular bus driver elected in a municipal or school election or to the board of directors of a hospital or a local community service centre may benefit from a leave of absence without salary in order to carry out the duties of his or her position according to the terms and conditions prescribed by the board; the board cannot refuse the leave without a valid reason.

**5-5.05**

The regular bus driver elected in a provincial or federal election shall remain on leave without salary for the duration of his or her mandate.



**5-5.06**

Within the twenty-one (21) days following the expiry of his or her mandate, the bus driver must inform the board of his or her decision to return to work; failing this, he or she shall be considered as having resigned.

On returning to the board, he or she shall be reinstated in his or her position, if it is available, subject to Chapter 7-0.00.

**5-6.00 VACATION****5-6.01**

Bus drivers shall be entitled to an amount equal to eight percent (8%) of the salary received as vacation pay. The amount to which they are entitled shall be paid on each pay provided that such a provision comply with the law and regulations in force.

**5-7.00 PROFESSIONAL IMPROVEMENT****5-7.01**

The board and the union recognize the importance of ensuring the professional improvement of bus drivers.

**5-7.02**

For the purposes of applying this article, professional improvement activities include the following types of professional improvement:

- a) organizational professional improvement includes all professional improvement activities required by the board designed to acquire knowledge, develop or acquire skills or techniques or modify a bus driver's work habits and improve the quality of administration at the board;
- b) occupational professional improvement includes all professional improvement activities designed to increase knowledge, develop or acquire skills or techniques, modify a bus driver's work habits and enable him or her to better perform his or her duties or prepare him or her for duties which he or she could be called upon to perform at the board;
- c) personal professional improvement includes courses or studies offered in a learning institution recognized by the Ministère with the exception of popular education courses.

**5-7.03**

Professional improvement shall be the responsibility of the board and the professional improvement programs shall be developed by the board in relation to its needs and to those of its bus drivers.

**5-7.04**

Within thirty (30) days of the board's or union's written request, they shall set up a Professional Improvement Committee; the committee shall be composed of three (3) representatives of the board and three (3) representatives of the union and may establish appropriate rules for its internal management.

**5-7.05**

The board shall establish its professional improvement policy and programs in consultation with the Professional Improvement Committee; the board shall inquire about the bus drivers' needs in professional improvement from the committee and the committee shall collaborate in preparing those programs.

**5-7.06**

The duties of the Professional Improvement Committee are:

- a) to collaborate in the setting up of professional improvement programs;
- b) to collaborate in the planning of professional improvement activities;
- c) to study professional improvement requests submitted by the bus drivers or required by the board;
- d) to make appropriate recommendations to the board, particularly those concerning the distribution and use of the professional improvement budget.

**5-7.07**

When a board requests a bus driver to take part in professional improvement activities, it must reimburse him or her for the costs according to the norms it establishes, upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where a bus driver receives an allowance or any other amount of money from another source, he or she must give the board any amount thus received.

**5-7.08**

When, at a bus driver's request, the board authorizes a bus driver to participate in professional improvement activities, it may reimburse the costs upon presentation of an attestation to the effect that he or she has taken part in the activities. In the case where a bus driver receives an allowance or any other money from another source, he or she must give the board any amount thus received.

**5-7.09**

The costs of refresher courses designed to upgrade knowledge on first aid shall be assumed by the board and shall normally be offered during working hours.

The bus driver who attends refresher courses outside of his or her regular working hours shall be remunerated at the single hourly rate equal to the waiting period.

**5-7.10**

The bus driver who, at the request of the board, participates in professional improvement activities during his or her regular work hours, shall be considered at work during that period.

**5-7.11**

The courses offered by the board, with the exception of popular education courses, shall be free of cost for the bus drivers who wish to take them provided that:

- a) these courses offer to those who take them an opportunity for professional improvement or an increase in their educational qualifications;
- b) registration by the general public has priority;
- c) such a benefit does not oblige the board to organize courses;
- d) these courses are taken outside the bus driver's working hours.

**5-7.12**

For the purposes of applying this article, the board shall have available, for each fiscal year of the agreement, an amount equal to sixty dollars (\$60) per regular bus driver according to the number established at the beginning of each fiscal year.

The board shall decide on the use of these amounts after consulting with the Professional Improvement Committee.

The amounts not used or committed during a fiscal year shall be added to those provided for the following fiscal year.

#### **5-7.13 Upgrading**

- a) In order to permit bus drivers to meet more adequately the requirements of the position to be filled within the context of article 7-1.00, the professional improvement policy must provide for, within one hundred and twenty (120) days of the coming into force of the agreement, subject to paragraph c), the setting up of a professional improvement program dealing specifically with the upgrading of secondary-level skills already acquired by regular bus drivers in the course of their basic training.
- b) This program provides for short-term professional improvement activities (which take a few days or even a few hours).
- c) The board will make enquiries through the Professional Improvement Committee as to the upgrading needs of bus drivers.
- d) The nature, duration and frequency of the upgrading activities offered to bus drivers shall be determined in consultation<sup>1</sup> with the Professional Improvement Committee.

#### **5-8.00 CIVIL RESPONSIBILITY**

##### **5-8.01**

The board shall assume the case of every bus driver whose responsibility might be at issue because of actions committed as a result of or in the course of the performance of his or her duties as a bus driver.

##### **5-8.02**

The board agrees to indemnify the bus driver against any liability imposed by a final judgement for loss or damage resulting from actions, other than in the case of serious fault or gross negligence, committed by the bus driver as a result of or in the course of the carrying out of his or her duties or in applying clause 5-8.05 as a bus driver but only up to the amount for which the bus driver is not already indemnified by another source, provided that:

- a) the bus driver has given the board a written account of the facts surrounding any claim made against him or her as soon as it is reasonably possible;
- b) the bus driver has not admitted responsibility with regard to such a claim;
- c) the bus driver surrender to the board, up to an amount equal to the loss or damage assumed by it, his or her rights to recourse against the third party and that he or she sign all the documents required by the board for this purpose.

##### **5-8.03**

The bus driver shall have the right to engage an attorney, at his or her own expense, and to have him or her assist the attorney chosen by the board.

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<sup>1</sup> or, if need be, according to the eligibility and method of participation prescribed by the Professional Improvement Committee.

**5-8.04**

As soon as the civil responsibility of the board is admitted or established by a final judgement, the board shall indemnify the bus driver for the total or partial loss, theft or destruction of his or her personal belongings which are normally used for the performance of his or her duties at the request of the board except in the case of serious fault or gross negligence on the bus driver's part. In the case where a bus driver holds an insurance policy that covers the total or partial loss, theft or destruction of such belongings, the board shall only pay the bus driver the excess of the actual loss incurred after the compensation is paid by the insurer.

**5-8.05**

Clause 5-8.01 applies in all cases where a bus driver is called upon as a result of or in the course of the performance of his or her duties to administer first aid to a student or to a bus driver.

**5-9.00 LEAVES OF ABSENCE WITHOUT SALARY****5-9.01**

The board shall grant a regular bus driver a full-time leave of absence without salary for reasons it deems valid for a maximum duration of twelve (12) consecutive months; the leave of absence may be renewed.

**5-9.02**

The board may also grant a part-time leave without salary to a regular bus driver for a reason it deems valid. The leave shall be for a maximum duration of twelve (12) consecutive months and may be renewed. At the time of the leave, the pertinent provisions of the agreement shall apply to the bus driver concerned on a prorated basis.

**5-9.03**

The board shall grant a leave without salary to enable a regular bus driver to accompany his or her spouse whose place of work changes temporarily or permanently for a period not exceeding twelve (12) months.

**5-9.04**

The board shall grant a regular bus driver a full-time or part-time leave of absence without salary for studies leading to a diploma in an officially recognized institution for a period not exceeding twelve (12) consecutive months.

However, the board shall not be required to grant for or during the same period more than one leave of absence at a time. Moreover, the board may refuse a request if it is unable to find a replacement, where applicable.

If more than one request for a leave of absence without salary is submitted for the same period, the regular bus driver who has the most seniority shall have priority.

**5-9.05**

The board shall grant a regular bus driver a full-time or part-time leave without salary of a minimum duration of one month, without exceeding twelve (12) consecutive months. The regular bus driver may benefit from such a leave every time he or she has accumulated at least five (5) years of seniority.

The granting of the leave shall be subject to the provisions of the second and third paragraphs of clause 5-9.04.

**5-9.06**

The request to obtain or renew every leave without salary must be made at least thirty (30) days prior to the beginning of the leave; the request shall be made in writing and must specify the reasons as well as the dates of the beginning and end of the leave. Moreover, any request for a part-time leave without salary must specify the schedule of the leave.

**5-9.07**

In the case where a part-time leave without salary is prescribed in this article, there must be an agreement between the board and the bus driver on the schedule of the leave and on the other terms and conditions of application.

**5-9.08**

During his or her absence, the bus driver's seniority shall be calculated in accordance with article 8-1.00 of the agreement; he or she shall continue to participate in the basic health insurance plan and shall pay all the required premiums and contributions as well as the applicable taxes on that amount. He or she may also continue to participate in the other insurance plans described in article 5-3.00 of the agreement and in the complementary plans, provided that he or she pay the entire amount of the premiums and contributions required if the regulations of the said plans permit.

**5-9.09**

The bus driver may, on reasonable grounds, terminate any leave without salary before the date foreseen, upon presentation of at least a thirty (30)-day advance written notice.

**5-9.10**

On the bus driver's return, he or she shall be reinstated in the position held upon his or her departure, subject to article 7-2.00 of the agreement.

**5-9.11**

If a bus driver resigns during or at the end of a leave of absence, he or she shall reimburse the board for any amount paid for and in the name of the bus driver.

**5-9.12**

The bus driver who uses the leave of absence for purposes other than those for which he or she obtained it shall be considered as having resigned as of the beginning of the leave of absence.

**5-10.00 LEAVE WITH DEFERRED SALARY****5-10.01**

The leave with deferred salary plan allows a bus driver to have his or her salary spread over a determined period in order to benefit from a leave with salary; the plan can only apply in accordance with the law or the regulations.

The leave shall not have the effect of paying the bus driver benefits upon retirement nor of deferring income tax.

**5-10.02**

For the purposes of this article, the word "contract" means the contract mentioned in Appendix 11 of the agreement.

**5-10.03**

Only regular bus drivers shall be eligible for a leave with deferred salary plan.

A bus driver receiving salary insurance benefits or on a leave without salary at the time of the coming into force of the contract shall not be eligible for the plan. Subsequently, the provisions of the contract for such situations apply.

#### 5-10.04

Upon a bus driver's written request, the board may grant him or her a leave with deferred salary.

#### 5-10.05

The leave shall apply only for the period of the contract and duration of the leave as determined in the following table and according to the percentages of salary paid during the contract:

Duration of leave	Duration of participation in plan (contract)			
	24 months	36 months	48 months	60 months
6 months	75.00%	83.33%	87.50%	90.00%
7 months	70.83%	80.56%	85.42%	88.33%
8 months	66.67%	77.78%	83.33%	86.67%
9 months		75.00%	81.25%	85.00%
10 months		72.22%	79.17%	83.33%

Any layoff during the summer shall be excluded when calculating the duration.

#### 5-10.06

Following the leave, the bus driver must return to work for a period at least equal to that of the leave. The bus driver may return to work during or after the expiry of the contract.

#### 5-10.07

The board and the bus driver shall sign, where applicable, the contract stipulating the terms and conditions of the leave.

**CHAPTER 6-0.00 REMUNERATION****6-1.00 CLASSIFICATION****6-1.01**

Bus drivers shall be assigned the class of employment of heavy vehicle driver in the Classification Plan provided for in clause 1-2.20 of the agreement.

**6-2.00 SALARY****6-2.01**

The hourly salary rate applicable to bus drivers for each year of the agreement shall be increased according to the criteria specified in clauses 6-2.02 to 6-2.07 and is found in clause 6-2.09.

**6-2.02 Period from April 1, 2010 to March 31, 2011**

The salary rate in effect on March 31, 2010 shall be increased, effective on April 1, 2010, by zero point five percent (0.5%).

**6-2.03 Period from April 1, 2011 to March 31, 2012**

The salary rate in effect on March 31, 2011 shall be increased, effective on April 1, 2011, by zero point seven five percent (0.75%).

**6-2.04 Period from April 1, 2012 to March 31, 2013**

The salary rate in effect on March 31, 2012 shall be increased, effective on April 1, 2012, by one percent (1%).

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2012, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010 and 2011<sup>2</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010 and at four point five percent (4.5%) for 2011. However, the increase calculated cannot exceed zero point five percent (0.5%).

The increase prescribed in the preceding paragraph shall be paid to bus drivers within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2011.

**6-2.05 Period from April 1, 2013 to March 31, 2014**

The salary rate in effect on March 31, 2013 shall be increased, effective on April 1, 2013, by one point seven five percent (1.75%).

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<sup>1</sup> Gross domestic product (GDP), expenditure-based, at current prices, Québec. Source: Statistics Canada, CANSIM, table 384-0002, series number CANSIM v687511

<sup>2</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2011 and its estimate at the same point in time of Québec's nominal GDP for 2009 and 2010

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2013, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010, 2011 and 2012<sup>2</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010, at four point five percent (4.5%) for 2011 and at four point four percent (4.4%) for 2012. However, the increase calculated cannot exceed two percent (2%), minus the increase granted on April 1, 2012 under the second paragraph of clause 6-2.04.

The increase prescribed in the preceding paragraph shall be paid to bus drivers within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2012.

#### **6-2.06 Period from April 1, 2014 to March 31, 2015**

The salary rate in effect on March 31, 2014 shall be increased, effective on April 1, 2014, by two percent (2%).

The percentage determined in the preceding paragraph shall be increased, effective on April 1, 2014, by one point two five (1.25) times the difference between the cumulative growth (sum of the annual variations) of Québec's nominal gross domestic product (GDP)<sup>1</sup> based on the Statistics Canada data for 2010, 2011, 2012 and 2013<sup>3</sup> and the projected cumulative growth (sum of the annual variations) of Québec's nominal GDP for the same years, set at three point eight percent (3.8%) for 2010, at four point five percent (4.5%) for 2011, at four point four percent (4.4%) for 2012 and at four point three percent (4.3%) for 2013. However, the increase calculated cannot exceed three point five percent (3.5%), minus the increase granted on April 1, 2012 under the second paragraph of clause 6-2.04 and the increase granted on April 1, 2013 under the second paragraph of clause 6-2.05.

The increase prescribed in the preceding paragraph shall be paid to bus drivers within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for 2013.

#### **6-2.07 Adjustment on March 31, 2015**

The salary rate in effect on March 30, 2015 shall be increased, effective on March 31, 2015, by a percentage equal to the difference between the cumulative variation (sum of the annual variations) of the Consumer Price Index<sup>4</sup> for Québec based on the Statistics Canada data for the collective agreement years 2010-2011, 2011-2012, 2012-2013, 2013-2014 and 2014-2015<sup>5</sup> and the cumulative of the salary parameters (sum of the annual parameters) determined in clauses 6-2.02 to 6-2.06, including the adjustments resulting from the growth in the nominal GDP. However, the increase calculated cannot exceed one percent (1%).

The increase prescribed in the preceding paragraph shall be paid to bus drivers within sixty (60) days of the publication of the Statistics Canada data on Québec's nominal GDP for March 2015.

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<sup>1</sup> Gross domestic product (GDP), expenditure-based, at current prices, Québec. Source: Statistics Canada, CANSIM, table 384-0002, series number CANSIM v687511

<sup>2</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2012 and its estimate at the same point in time of Québec's nominal GDP for 2009, 2010 and 2011

<sup>3</sup> Based on first estimate available from Statistics Canada of Québec's nominal GDP for 2013 and its estimate at the same point in time of Québec's nominal GDP for 2009, 2010, 2011 and 2012

<sup>4</sup> Consumer Price Index for Québec. Source: Statistics Canada, CANSIM, Table 326-0020, series number CANSIM v41691783

<sup>5</sup> For each year of the collective agreement concerned, the annual variation in the Consumer Price Index corresponds to the variation between the average of the indexes for the months of April to March of the year of the collective agreement concerned and the average of the indexes for the preceding months of April to March.



**6-2.08**

Bus drivers who are employed by the board at the time of payment of the increase prescribed in the second paragraph of clauses 6-3.05, 6-3.06 and 6-3.07 and in the first paragraph of clause 6-3.08 shall receive a retroactive amount, if any, within sixty (60) days of the publication of the data prescribed in each of those clauses.

The board shall provide the union with a list of bus drivers whose employment ended between the beginning of the periods prescribed in clauses 6-3.05, 6-3.06 and 6-3.07 and in the first paragraph of clause 6-3.08 and the payment of the increase prescribed within one hundred and twenty (120) days of the date on which the payment is made.

To receive the amounts owing under the preceding paragraph, the bus driver must submit a written request to the board within one hundred and twenty (120) days of the date on which the union received the list. In the event of the bus driver's death, the request may be made by his or her beneficiaries.

The amounts owing under the preceding paragraph shall be paid within sixty (60) days of receiving the request.

**6-2.09**

The hourly salary rate of bus drivers shall be as follows:

<b>Rate</b> <b>2010-04-01</b> <b>to</b> <b>2011-03-31</b>	<b>Rate</b> <b>2011-04-01</b> <b>to</b> <b>2012-03-31</b>	<b>Rate</b> <b>2012-04-01</b> <b>to</b> <b>2013-03-31</b>	<b>Rate</b> <b>2013-04-01</b> <b>to</b> <b>2014-03-31</b>	<b>Rate</b> <b>as of</b> <b>2014-04-01</b>
\$18.97	\$19.11	\$19.30	\$19.64	\$20.03

**6-3.00 PAYMENT OF SALARY****6-3.01**

Bus drivers shall be paid by direct deposit every second Thursday. If a Thursday falls on a nonworking day with pay, bus drivers shall be paid on the preceding working day.

A bus driver must receive his or her first pay within a maximum period of four (4) weeks after he or she is hired.

**6-3.02**

The pay slip must contain, in particular, the following information:

- a) name of the board;
- b) bus driver's surname and given name;
- c) bus driver's class of employment;
- d) date of payment and period concerned;
- e) number of hours paid at the regular rate and the hourly rate;
- f) union dues;
- g) income tax deductions;
- h) contributions to the local or provincial pension fund, where applicable;
- i) contributions to the Québec Pension Plan;
- j) Employment Insurance contributions;
- k) deductions for a credit union, where applicable;
- l) gross salary and net salary;
- m) accumulation of his or her earnings and of certain deductions and any other information as long as it was provided by the board on the date of the coming into force of the agreement;
- n) number of hours of extracurricular bus trips or late buses;
- o) any other information already provided by the board on the date of the coming into force of the agreement.

**6-3.03**

Before claiming the amounts paid in excess to a bus driver, the board shall reach an agreement with the bus driver and the union regarding the method of reimbursement. Failing an agreement, the board shall determine the terms and conditions of reimbursement which may include a deduction from the bus driver's pay. Such terms and conditions must not cause a bus driver to reimburse more than ten percent (10%) of his or her gross salary per pay.

**6-3.04**

The board shall inform the union and the bus driver concerned simultaneously of any cuts in salary ensuing from the application of the agreement.

**6-3.05**

In the event where the board omits in error to pay a bus driver on the date foreseen or pays him or her an amount which is less than the amount owing, the board shall, following a request from the bus driver concerned, take the necessary interim measures, without delay, to pay the amount owing.

**6-3.06**

On a bus driver's departure date, the board shall give a bus driver a signed statement of the amounts owing as salary and fringe benefits, less any amount owing by the bus driver to the board.

During the pay period following the bus driver's departure, the board shall give or forward to the bus driver his or her pay including fringe benefits, less any amount owing by the bus driver to the board.

However, if the bus driver contests a claim by means of a grievance, the amount shall not be recovered before the grievance is resolved if the bus driver submits a written request. However, once the grievance is resolved, the bus driver must, where applicable, reimburse the overpaid amount according to the provisions of this article.

**6-3.07**

The board shall inform the bus driver in writing of the amount collected in his or her name from the Commission de la santé et de la sécurité du travail (CSST).

**6-3.08**

The board shall indicate on the T-4 and Relevé 1 slips the total amounts deducted as union dues.

**6-4.00 TRAVEL EXPENSES****6-4.01**

The bus driver who is required to travel within or outside the board's territory in order to perform his or her duties must be reimbursed for the expenses actually incurred for this purpose upon presentation of supporting vouchers in accordance with the norms established by the board.

**6-4.02**

In order to justify reimbursement, any travelling must be authorized by the competent authority.

**6-4.03**

The bus driver who uses his or her car shall be entitled to a reimbursement in accordance with the norms established by the board, which shall take into account the additional premium required in clause 6-4.08.

**6-4.04**

The other expenses (public transportation, taxis, parking, accommodations, meals) shall be reimbursed upon presentation of supporting vouchers in accordance with the norms established by the board.

**6-4.05**

The board shall not force a bus driver to transport heavy material or equipment which could damage or cause premature wear to his or her vehicle.

**6-4.06**

Subject to article 8-4.00, a regular bus driver who has lost his or her driver's license or whose driver's license has been suspended or revoked and who notifies the board in writing of the circumstances shall obtain, upon written request to the board, a leave of absence without salary in accordance with article 5-9.00 for a period not exceeding twelve (12) months.

**6-4.07**

If a bus driver is unable to bring the bus back to his or her point of departure because of circumstances beyond his or her control, the board shall ensure his or her transportation or, failing this, shall reimburse the authorized expenses that have been actually incurred to return the bus to the point of departure, upon submission of supporting vouchers in accordance with board norms.

**Insurance****6-4.08**

The bus driver who uses his or her car must provide proof that his or her insurance policy category is "pleasure and occasional business" or "pleasure and business" and that the public liability coverage is at least one million dollars (\$1 000 000) for damages to another's property.

**6-5.00 EXTRACURRICULAR BUS TRIPS AND LATE BUSES****6-5.01**

Extracurricular bus trips and late buses are remunerated as follows:

- a) travel time is remunerated at the rate prescribed in clause 6-2.09;
- b) waiting period between the time of departure and the time when the bus driver is released from duty at the end of his or her day is remunerated at the minimum salary rate prescribed in the Act respecting labour standards (R.S.Q., c. N-1.1). The waiting period excludes the regular meal period. For the purposes of this article, a regular meal period is forty-five (45) minutes for lunch and forty-five (45) minutes for supper.

**CHAPTER 7-0.00 MOVEMENT OF PERSONNEL****7-1.00 MOVEMENT OF PERSONNEL****7-1.01**

These provisions do not guarantee the number of working hours prescribed in the schedule.

**Recall to Work at the Beginning of the School Year****7-1.02**

Subject to clause 7-2.02, the bus driver who is recalled to work at the beginning of the school year shall be reinstated in the position held at the end of the preceding school year. Any change in the duration of regular circuit not exceeding fifteen (15) minutes per half-day shall not entail the abolition of the position, provided that the bus driver accepts. If the board does not accept such a change, the conditions prescribed in clause 7-2.02 apply.

In order to determine a work schedule for all positions, the following provisions apply:

- all the positions remain identical to those to the preceding school year until mid-October of the current year;
- the bus driver shall submit the duration of his or her regular circuit to the board no later than the end of September of each year. Any change in the duration of the regular circuit shall be made during the month of October;
- the hours carried out but not paid to the bus driver, following a change in the duration in the regular circuit, shall be paid no later the beginning of November;
- the bus driver may accept a modified position. Failing this, he or she may choose a vacant or newly created position or displace a bus driver under clause 7-2.02;
- the remaining vacant or newly created positions at the end of the procedure shall be assigned under clauses 7-1.04 and 7-1.05.

**7-1.03**

District includes the following localities:

- Bury (Cookshire, Sawyerville);
- North Hatley (Ayer's Cliff);
- Stanstead;
- Magog (Georgeville, Austin);
- Sherbrooke (Rock Forest, Fleurimont, Lennoxville);
- Richmond (Drummondville, Danville).

**Vacant Position****7-1.04**

If a position becomes permanently vacant, the board shall have a period of thirty (30) days in which to decide to abolish or modify the position.

When the board decides to fill a permanently vacant position, it shall inform the union in writing and every bus driver within a period equal to at least one pay period.

**7-1.05**

- A) When the board decides to fill a permanently vacant or a newly created position, it shall proceed in the following order:
- a) it shall proceed according to seniority by district from among the regular bus drivers and the laid-off regular bus drivers who replied to the notice mentioned in clause 7-1.04;
  - b) it shall proceed according to seniority, in the board's territory, from among the regular bus drivers and the regular bus drivers laid off for less than twenty-four (24) months who replied to the notice mentioned in clause 7-1.04;
  - c) failing that, the board shall offer the position to a casual bus driver who has worked for the board for six (6) months within a period of ten (10) consecutive months and whose name is registered on the priority of employment list mentioned in clauses 7-1.11 to 7-1.16;
  - d) failing that, the board may hire a person of its choice.
- B) When the board decides to fill a temporarily vacant position or handle an increase in workload, it shall proceed in the following order:
- a) it shall recall according to seniority a regular bus driver laid off for less than twenty-four (24) months;
  - b) failing that, it shall hire a casual bus driver registered on the priority of employment list mentioned in clauses 7-1.11 to 7-1.16;
  - c) failing that, it shall hire a person of its choice.

A bus driver can refuse if the assignment is situated at more than fifty (50) kilometres by road from his or her domicile.

**7-1.06**

Any temporarily or permanently vacant position that is filled must not have the effect of increasing student transportation costs.

**Distribution of Extracurricular Bus Trips and Late Buses****7-1.07**

Regular bus drivers interested in carrying out extracurricular bus trips or late buses must so request the board at the beginning of the school year. The bus drivers must express their choice, which choice shall apply for the entire school year.

The board shall forward this information to the union and to the bus drivers concerned.

**7-1.08**

Barring an emergency or an unforeseen event, the trips shall be distributed among the bus drivers at least one week in advance.

**7-1.09**

The board shall assign an extracurricular bus trip or late bus to the bus driver who has the most seniority from among the bus drivers registered by district mentioned in clause 7-1.03.

Notwithstanding the first paragraph of this clause, the board shall not be required to assign an extracurricular bus trip to a regular bus driver, if such a trip interferes, in whole or in part, with the bus driver's regular circuit, unless the bus driver renounces the regular circuit in order to become available to carry out the entire extracurricular bus trip and provided that the board find a qualified replacement able to carry out his or her regular circuit.

**7-1.10**

The trips shall be assigned by district in an equitable manner by rotation according to seniority.

**Priority of Employment List****7-1.11**

When the board decides to fill a temporarily or permanently vacant position or to handle an increase in workload under subparagraph c) of paragraph A) or subparagraph b) of paragraph B) of clause 7-1.05, it shall offer the position or employment in the event of an increase in workload to a bus driver according to the duration of employment from among those registered on the priority of employment list who meet the required qualifications and the other requirements determined by the board.

Bus drivers registered on the priority of employment list must inform the board at the beginning of each school year of their choice of district or districts where they wish to work. However, such a choice must not have the effect of increasing student transportation costs.

**7-1.12**

The duration of employment shall be calculated in years and days.

A casual bus driver who works at least 180 days in a given year shall be credited one year of employment. The duration of employment of a bus driver who works fewer than 180 days shall be calculated in proportion to the days worked.

**7-1.13**

To be eligible for a priority of employment list, the bus driver must meet the following criteria: must have worked as a casual bus driver for at least four (4) months during the preceding ten (10) months and must have received a satisfactory evaluation.

**7-1.14**

The name of a bus driver may be struck from the priority of employment list for one of the following reasons:

- a) refusal of an offer of employment under subparagraph b) of paragraph B) of clause 7-1.05 except for:
  - 1) a maternity leave, an adoption leave or a paternity leave covered by the Act respecting labour standards (R.S.Q., c. N-1.1);
  - 2) a disability or work accident within the meaning of the agreement;
  - 3) a position within the Centrale des syndicats du Québec, the Fédération du personnel de soutien scolaire or the union;
  - 4) a reason agreed to by the board and the union;
- b) failure to report to work on the date agreed to by the bus driver and the employer without a reason deemed valid by the board;
- c) obtaining a regular position;
- d) not having worked for eighteen (18) months;
- e) more than one unsatisfactory evaluation:
  - in the case of an unsatisfactory evaluation, the bus driver who believes that the reason invoked by the board is excessive may submit a grievance;

- however, the board can invoke an unsatisfactory evaluation only in the twelve (12) months of such an unsatisfactory evaluation.

**7-1.15**

The list shall be updated on July 1 of each year according to the duration of employment accumulated on June 30 of each year. A copy shall be sent to the union before July 31.

**7-1.16**

A local arrangement, within the meaning of article 10-2.00 of the agreement, may replace or modify the provisions dealing with the priority of employment list.

**7-2.00 LAYOFF****Temporary Layoff****7-2.01**

The board shall determine the approximate duration of each temporary layoff.

However, temporary layoffs during the summer shall be situated between the last day of class of one year and the first day of class of the following school year.

The board shall also determine the order in which the temporary layoffs shall be carried out.

The board shall inform the bus drivers concerned of the date and the approximate duration of the layoff at least one month prior to the effective date of the layoff. A copy of the notice shall be sent simultaneously to the union.

**Abolition of a Position****7-2.02**

In the event of the abolition of a position, the bus driver concerned may displace a bus driver with less seniority in his or her district or in another district, provided this does not have the effect of increasing student transportation costs. The provisions of this paragraph also apply to a displaced bus driver.

**7-2.03**

If a displaced bus driver is unable to obtain a position under the preceding clause, he or she shall be laid off.

**7-2.04**

The board shall inform the bus driver whose position is abolished at least fifteen (15) days prior to his or her layoff.

**7-2.05**

A laid-off bus driver must inform the board of any change of address or telephone number. Failing such a notice, the board shall not be responsible if it is unable to reach the bus driver concerned.

**7-3.00 AMALGAMATION, ANNEXATION OR RESTRUCTURING****7-3.01**

During the fiscal year preceding an amalgamation (including the disappearance of one board to the benefit of one or more other boards), an annexation or restructuring, the board may not abolish positions which would result in one or more layoffs of bus drivers if the cause of the abolition results from the amalgamation, annexation or restructuring.

However, as of the fiscal year of the amalgamation, annexation or restructuring, a new board, an annexing board or a restructured board may abolish positions resulting in one or more layoffs of regular bus drivers.

**7-4.00 WORK ACCIDENTS AND OCCUPATIONAL DISEASES****7-4.01**

The following provisions apply to a bus driver who suffers a work accident or incurs an occupational disease covered by the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001).

A bus driver who suffered a work accident before August 19, 1985 and who is still absent for that reason shall remain covered by the Workmen's Compensation Act (R.S.Q., c. A-3); moreover, the bus driver shall benefit, by making the necessary changes, from clauses 7-4.14 to 7-4.18 inclusively of this article.

**7-4.02**

The provisions of this article corresponding to specific provisions of the Act respecting industrial accidents and occupational diseases (R.S.Q., c. A-3.001) apply insofar as the provisions of the Act apply to the board.

**Definitions****7-4.03**

For the purposes of this article, the following terms and expressions mean:

- a) work accident: a sudden and unforeseen event, attributable to any cause, which happens to a bus driver, arising out of or in the course of his or her work and resulting in an employment injury to him or her;
- b) consolidation: the healing or stabilization of an employment injury following which no improvement of the state of health of the injured bus driver is foreseeable;
- c) health establishment: a public establishment within the meaning of the Act respecting health services and social services (R.S.Q., c. S-4.2);
- d) employment injury: an injury or a disease arising out of or in the course of a work accident, or an occupational disease, including recurrence, relapse or aggravation.

An injury or a disease which is solely due to gross and voluntary negligence on the part of the bus driver who suffers or contracts such injury or disease shall not be an employment injury unless it results in the bus driver's death or it permanently and severely affects his or her physical or mental well-being;

- e) occupational disease: a disease arising out of or in the course of his or her work and characteristic of that work or directly related to the risks peculiar to that work;
- f) health professional: a professional in the field of health within the meaning of the Health Insurance Act (R.S.Q., c. A-29).



## Miscellaneous Provisions

### 7-4.04

A bus driver must inform the board of the details concerning a work accident or employment injury before leaving work, if he or she is able to do so or, if not, as soon as possible. Moreover, the bus driver shall provide the board with a medical certificate as prescribed by law, if the employment injury which he or she suffered renders him or her unable to perform his or her duties after the day on which it manifested itself.

### 7-4.05

The board shall inform the union of every work accident or occupational disease which a bus driver has suffered or contracted as soon as it is brought to its attention.

### 7-4.06

A bus driver may be accompanied by a union representative to any meeting with the board concerning an employment injury which he or she suffers; in this case, the union representative may temporarily interrupt his or her work, without loss of salary, including applicable premiums, if any, or reimbursement, after having obtained permission from his or her immediate superior; permission cannot be refused without a valid reason.

### 7-4.07

The board must immediately give first aid to a bus driver who has suffered an employment injury and, if need be, provide transportation to a health establishment, a health professional or to the bus driver's residence as required by his or her condition.

The cost of transportation of the bus driver shall be assumed by the board, which shall reimburse it, if such is the case, to the person who incurred it.

The bus driver shall choose the health establishment, if possible. If the bus driver is unable to express his or her choice, he or she must accept the health establishment chosen by the board. However, the bus driver who was unable to express his or her choice may be transferred to another health establishment of his or her choice, as prescribed by law.

The bus driver shall be entitled to receive care from the health professional of his or her choice.

### 7-4.08

Notwithstanding clause 5-3.37, the board may require that a bus driver who has suffered an employment injury undergo an examination by a health professional that it designates and gives its reasons for doing so, as prescribed by law. The cost of the examination and travel expenses shall be assumed by the board in accordance with the norms prescribed in clause 6-4.01.

## Group Plans

### 7-4.09

The bus driver who suffers an employment injury entitling him or her to an income replacement indemnity shall remain covered by the life insurance plan described in clauses 5-3.22 and 5-3.23 and by the health insurance plan described in clause 5-3.24.

The bus driver shall benefit, without losing any rights, from the waiver of his or her contributions to the pension plan (RREGOP). The provisions concerning the waiver of such contributions are an integral part of the pension plan provisions and the resulting costs shall be shared as is the case with any other benefit.

The waiver mentioned in the preceding paragraph shall no longer apply when the employment injury has consolidated.

**7-4.10**

In the case where the date of consolidation of the employment injury is prior to the 104<sup>th</sup> week following the date of the beginning of the continuous period of absence due to an employment injury, the salary insurance plan prescribed in clause 5-3.31 shall apply, subject to the second paragraph of this clause, if the bus driver is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such absence shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.31 and 5-3.42.

On the other hand, for the bus driver who would receive from the Commission de la santé et de la sécurité du travail an income replacement indemnity which is less than the benefit which he or she would have received as a result of the application of clause 5-3.31, the salary insurance plan prescribed in this clause shall apply to make up the difference if the bus driver is still disabled within the meaning of clause 5-3.03 and, in this case, the date of the beginning of such an absence shall be considered as the date of the beginning of the disability for the purposes of applying the salary insurance plan, particularly clauses 5-3.31 and 5-3.42.

**7-4.11**

A bus driver's bank of sick-leave days shall not be reduced for the days for which the Commission de la santé et de la sécurité du travail has paid an income replacement indemnity until the employment injury has consolidated and for the absences prescribed in clause 7-4.18. The same applies for the part of the day on which the employment injury occurred.

**Salary****7-4.12**

For as long as a bus driver is entitled to the income replacement indemnity but no later than the date of consolidation of the employment injury he or she has suffered, he or she shall be entitled to his or her salary as if he or she were at work subject to the following provisions:

the gross taxable salary shall be determined in the following manner: the board shall deduct the equivalent of all amounts required by law and the agreement, if need be; the net salary thus obtained shall be reduced by the income replacement indemnity and the difference shall be brought to a gross taxable salary on the basis of which the board shall deduct all amounts, contributions and benefits required by law and the agreement.

**7-4.13**

Subject to clause 7-4.12, the Commission de la santé et de la sécurité du travail shall reimburse the board the amount corresponding to the income replacement indemnity of the Commission de la santé et de la sécurité du travail.

The bus driver who, following a notice, must appear before a review board, a medical arbitration session or the Commission des lésions professionnelles, may be absent from work without loss of salary for the time deemed necessary by the competent authority. The bus driver must notify his or her immediate superior at least forty-eight (48) hours prior to the date of the absence and produce proof to this effect, if required by the employer.

The bus driver must sign the forms required for such reimbursement. This waiver shall only be valid for the period during which the board has agreed to pay the benefits.

**Right to Return to Work****7-4.14**

A bus driver who is informed by his or her physician of the date of consolidation of the employment injury he or she has suffered and of the fact that this bus driver will retain a certain degree of functional disability or that he or she will retain no such disability shall pass on the information to the board without delay.

**7-4.15**

The bus driver whose employment injury has consolidated and who is again able to carry out the duties of the position he or she had prior to his or her absence shall be entitled to return to his or her position.

**7-4.16**

The bus driver referred to in the preceding clause who is unable to return to his or her position either because it was abolished or the bus driver was displaced as a result of the application of the agreement, shall be entitled to return to an available equivalent position that the board intends to fill, insofar as he or she is entitled to obtain that position as a result of the application of Chapter 7-0.00.

**7-4.17**

If the board does not allow a bus driver to exercise the rights mentioned in clauses 7-4.15 and 7-4.16 because the bus driver would have been displaced, laid off, fired, dismissed or would have otherwise lost his or her employment had he or she been at work, the relevant provisions of the agreement shall apply as if the bus driver had been at work at the time of such events; moreover, the exercise of these rights cannot have the effect of cancelling or deferring any suspension imposed under article 8-4.00 of the agreement.

**7-4.18**

Once the bus driver who has suffered an employment injury returns to work, the board shall pay him or her the salary for each day or part of day during which the bus driver must be absent from work to receive treatment or undergo medical examinations related to the employment injury or to carry out an activity under his or her personal rehabilitation program.

**7-5.00 CONTRACTING OUT****7-5.01**

Contracting out must not cause layoffs or reduce the hours of a regular bus driver of the board.

The board cannot contract out on a continuous basis in a district defined in clause 7-1.03, if it can recall a bus driver from that district or another district, laid off for less than twenty-four (24) months, from that district or another district, and who is entitled thereto, provided that this does not entail an increase in student transportation costs.

**7-5.02**

The board can only use taxi transportation, when required. In the case of a grievance, the burden of proof rests with the union.

**7-5.03**

At the union's request, the board shall provide it with pertinent information concerning the contracting out of student transportation services in effect.

**CHAPTER 8-0.00 WORKING CONDITIONS AND FRINGE BENEFITS****8-1.00 SENIORITY****8-1.01**

Seniority corresponds to the total period of service of a regular bus driver in the employ of the board. Seniority shall be acquired as of the completion of the probation period but shall be retroactive to the beginning of such a period.

Seniority shall be expressed in years and days.

**8-1.02**

The regular bus driver who works at least 180 days in a given year is credited one year of seniority. The seniority of the bus driver who works fewer than 180 days is calculated in proportion to his or her regular workdays.

**8-1.03**

Within sixty (60) days of the date of the coming into force of the agreement, the board shall draw up a seniority list of regular bus drivers and shall forward a copy to the union.

**8-1.04**

A regular bus driver shall retain and shall accumulate his or her seniority in the following cases:

- a) when he or she is working or his or her salary is maintained;
- b) when he or she is on a leave of absence with salary as provided for in the agreement;
- c) when he or she is absent from work because of an occupational disease or a work accident;
- d) when he or she is absent from work because of an accident or illness other than an occupational disease or a work accident for a period not exceeding twenty-four (24) months;
- e) when he or she is on a leave of absence without salary for a period of one month or less;
- f) when he or she is on a leave of absence without salary for union activities or studies;
- g) when he or she is temporarily laid off under clause 7-2.01;
- h) when he or she is on a leave of absence under article 5-4.00 of the agreement;
- i) in the other cases where a provision of the agreement specifically provides.

**8-1.05**

A regular bus driver shall retain his or her seniority but without accumulating it in the following cases:

- a) when he or she is on a leave of absence without salary for more than one month, unless specifically provided otherwise in the agreement;
- b) when he or she is laid off for a period not exceeding twenty-four (24) months;
- c) when he or she is absent from work because of an illness or an accident other than an occupational disease or a work accident for more than twenty-four (24) months.

**8-1.06**

A regular bus driver shall lose his or her seniority in the following circumstances:

- a) when his or her employment is permanently terminated;
- b) when he or she is laid off for a duration in excess of that mentioned in subparagraph b) of clause 8-1.05;
- c) when he or she refuses or fails to return to work without a valid reason within seven (7) days of a recall to work.

**8-1.07**

No later than August 31 of each year, the board shall update the seniority list as of the preceding June 30 and a copy shall be sent to the union.

**8-1.08**

The board shall forward a copy to each bus driver.

**8-1.09**

The seniority list shall become official forty-five (45) days after the union receives it, subject to the changes resulting from a grievance submitted before the list becomes official. However, a revision can be requested after the list becomes official but cannot have any retroactive effect prior to filing the grievance on action taken by virtue of this list.

**8-1.10**

When a bus driver becomes a regular bus driver after the date of the coming into force of the agreement, the board shall inform the bus driver in writing of the seniority he or she has accumulated on that date and shall send a copy to the union at the same time.

For the bus driver referred to in the preceding paragraph, every period worked for the board before becoming a regular bus driver shall be recognized as seniority, retroactively to the first date of hiring, unless there was an interruption of work for more than twenty-four (24) months, in which case the time worked before the interruption is not counted.

The period worked shall be calculated in proportion to the regular workdays.

**8-2.00 WORKWEEK AND WORKING HOURS****8-2.01**

Subject to clause 8-3.01, the regular workweek shall be from Monday to Friday. The duration of the regular workday shall be determined by the board and shall include the time required by the bus driver to carry out the regular circuit assigned and the time required to prepare and inspect the bus.

**8-2.02**

Once established, the regular workweek shall be confirmed in writing to each bus driver.

**8-2.03**

If an event, beyond the bus driver's control, entails an increase in the time normally required to carry out a regular circuit, the additional hours shall be remunerated at the basic hourly rate for a maximum of forty (40) hours. After forty (40) hours, the additional hours shall be remunerated at the basic hourly rate increased by half.

**8-3.00 WORK YEAR****Number of Workdays****8-3.01**

The number of workdays of a bus driver shall be equal to the number of days of class during which students are present in school in accordance with the school calendar determined yearly by the board.

**8-3.02**

When a class day is cancelled, the salary of bus drivers who have been paid will not be reduced on that day. However, if such class day is made up on a pedagogical day, bus drivers shall not be remunerated again for such a workday.

**8-4.00 DISCIPLINARY MEASURES****8-4.01**

Every disciplinary measure and the reasons therefor must be set forth in a written notice addressed to the bus driver concerned. A copy of such a notice must be forwarded to the union within three (3) working days of the sending of the disciplinary measure to the bus driver concerned.

**8-4.02**

Except in the case of an indefinite suspension or a dismissal based on a moral or criminal issue, any final decision to dismiss or suspend indefinitely a bus driver must be preceded, subject to the fourth paragraph of this clause, by a meeting between the board, the union and the bus driver concerned. During this meeting, the board shall inform the union and the bus driver of the reasons for such a measure. To this end, the bus driver must receive at least a forty-eight (48)-hour written notice before the meeting specifying the hour and the place where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of such a notice shall also be forwarded to the union at the same time.

In the case of an indefinite suspension or dismissal based on a moral or criminal issue, the meeting between the board, the bus driver and the union shall be convened within forty-eight (48) hours of the board's initial decision.

Following any meeting held by virtue of this clause, the board must inform the bus driver of its final decision, by written notice, within the time limit mentioned in clause 8-4.11. A copy of the notice shall also be sent to the union within the same time limit.

The fact that the union or the bus driver does not attend the meeting duly summoned shall not prevent the board from instituting procedures or imposing a disciplinary measure.

**8-4.03**

Subject to clause 8-4.02, the board shall summon a bus driver who is suspended; in this case and in the case where the board decides to summon a bus driver regarding every other disciplinary measure which concerns him or her, the bus driver must receive at least a forty-eight (48)-hour written notice specifying the hour and place where he or she must report and indicating the reason for the summons as well as the fact that he or she must be accompanied by a union representative. A copy of this notice shall be transmitted to the union at the same time.

The fact that the union or the bus driver does not attend the meeting duly summoned shall not prevent the board from instituting procedures or imposing a disciplinary measure.

A disciplinary measure handed directly to a bus driver does not constitute a summons as defined in the preceding provisions.

**8-4.04**

The bus driver may, after having made an appointment, consult his or her official file twice a year, accompanied if he or she so desires by his or her union representative; moreover, upon the bus driver's specific written authorization in each case, the union representative may consult the official file of a bus driver on two (2) other occasions during the year.

**8-4.05**

The bus driver who is subject to a disciplinary measure may submit a grievance. However, the bus driver who is the subject of a dismissal or indefinite suspension may submit his or her grievance directly to arbitration within thirty (30) working days of the receipt of the notice informing him or her of the board's final decision, insofar as the meeting prescribed in clause 8-4.02 has taken place.

**8-4.06**

A suspension shall not interrupt the bus driver's seniority. During the suspension, the bus driver shall maintain his or her contribution to the various contributory plans prescribed in the agreement.

**8-4.07**

In the event of arbitration, the board must establish that the disciplinary measure was imposed for fair and sufficient reason.

**8-4.08**

The board may invoke an infraction that has been placed in the official file and for which a disciplinary measure has been issued only within twelve (12) months of such infraction.

However, if more than one infraction of the same nature was committed within the twelve (12) months, each of the infractions including the first one mentioned in the preceding paragraph may only be invoked within the twenty-four (24) months of each of them. Any disciplinary measure that is void shall be withdrawn from the file.

**8-4.09**

No disciplinary measure rescinded by the board may be invoked against a bus driver; the same shall apply to a disciplinary measure declared unjustified by a tribunal or an arbitrator and the facts giving rise thereto.

**8-4.10**

The provincial negotiating parties agree to grant priority to dismissal cases when preparing the arbitration roll.

**8-4.11**

Any disciplinary measure imposed more than thirty (30) days following the incident resulting in such a measure or after the board's cognizance of such an incident shall be null, void and illegal for the purposes of the agreement. However, in the case of changes in an indefinite suspension, the thirty (30)-day limit shall not apply at the time of the change.

**8-4.12**

In the case of dismissal, if there is an appeal through the grievance procedure, the board shall not pay the bus driver concerned the amounts accumulated in the pension fund nor those accumulated in the bank of sick-leave days for as long as the grievance has not been settled. The bus driver shall continue to benefit from the health and life insurance plans, provided that the amounts accumulated to his or her credit cover both his or her contribution and that of the board. Failing this, the bus driver must pay the full premiums in advance.

**8-5.00 HEALTH AND SAFETY****8-5.01**

The board and the union shall collaborate through the Labour Relations Committee or a specific health and safety committee to maintain working conditions that respect the health, safety and physical well-being of bus drivers.

**8-5.02**

The bus driver must:

- a) take the necessary measures to protect his or her health, safety and physical well-being;
- b) see to it that he or she does not endanger the health, safety and physical well-being of other persons who are on the work premises or near the work premises;
- c) undergo health examinations required by law and the regulations applicable to the board and those prescribed in clause 10-7.01.

**8-5.03**

Insofar as it is prescribed by law and the regulations which are applicable to it, the board must take the measures necessary to protect the health and ensure the safety and physical well-being of bus drivers; it must, in particular:

- a) see to it that the buses under its jurisdiction are equipped and laid out in such a way as to protect the bus drivers;
- b) ensure that the organization of the work and the methods and techniques used to carry out the work are safe and do not endanger the health of bus drivers;
- c) provide suitable lighting and heating;
- d) provide safe material and ensure that it is kept in good condition;
- e) allow a bus driver to undergo health examinations required by law and the regulations applying to the board.

**8-5.04**

When it becomes necessary by law and the regulations applicable to the board to place safety means and equipment at the disposal of bus drivers in order to meet their specific needs, this must not reduce in any way the efforts required by the board, the union and the bus drivers to eliminate at the source dangers to their health, safety and physical well-being.

**8-5.05**

When a bus driver exercises the right of refusal provided in the Act respecting occupational health and safety (R.S.Q., c. S-2.1), he or she must notify his or her immediate superior or a representative authorized by the board immediately.

As soon as the immediate superior is notified or, where applicable, the representative authorized by the board shall summon the union representative mentioned in clause 8-5.09 if he or she is available or, in the case of an emergency, the union delegate of the district concerned; the purpose of the summons is to assess the situation and the corrective measures that the immediate superior or authorized representative of the board intends to apply.

For the purposes of the meeting following the summons, the union representative or, where applicable, the union delegate may temporarily interrupt his or her work, without loss of salary or reimbursement.



**8-5.06**

The right of a bus driver mentioned in clause 8-5.05 shall be exercised subject to the relevant provisions of the law and the regulations concerning occupational health and safety applicable to the board and subject to the terms and conditions specified therein, where applicable.

**8-5.07**

The board cannot impose a layoff or a disciplinary or discriminatory measure due to the fact that the bus driver exercised a right prescribed in clause 8-5.05 in good faith.

**8-5.08**

Nothing in the agreement shall prevent the union representative or, where applicable, the union delegate from being accompanied by a union advisor at the meeting prescribed in clause 8-5.05; however, the board or its representative must be informed of the presence of the advisor before the meeting is held.

**8-5.09**

The union may specifically designate one of its representatives to the Labour Relations Committee or to the specific health and safety committee, where applicable, to deal with health and safety matters; the representative may be absent temporarily from work, after having informed his or her immediate superior, without loss of salary or reimbursement, in the following cases:

- a) to attend a meeting prescribed in the third paragraph of clause 8-5.05;
- b) to accompany an inspector of the Commission de la santé et de la sécurité du travail during an inspection visit to the board in connection with a matter dealing with the health, safety and physical well-being of a bus driver.

**8-6.00 CLOTHING AND UNIFORMS****8-6.01**

The board shall provide its bus drivers, free of charge, with any uniform, special clothing or safety shoes which it requires them to wear due to the nature of their work as well as any special article or garment required by law and the regulations.

Moreover, the board and the union, if they deem it necessary for the performance of duties, may agree that the board provide the bus driver free of charge with any special article, uniform or clothing.

**8-6.02**

The special articles, clothing, uniforms or safety shoes supplied by the board shall remain its property and may only be replaced upon the return of the old special article, clothing, uniform or safety shoes, unless the bus driver is prevented from doing so due to circumstances beyond his or her control. The board shall decide if a uniform, clothing, article or safety shoes must be replaced.

**8-6.03**

The upkeep of uniforms, clothing, special articles or safety shoes supplied by the board shall be the bus driver's responsibility except for special clothing such as overalls, smocks and other similar items which are used exclusively on the premises and for working purposes.

**8-6.04**

Any grievance concerning the application of this article shall be referred to the grievance procedure without assessors.

**8-7.00 TECHNICAL CHANGES****8-7.01**

For the purposes of this article, a technical change means a change made to the operations resulting from the introduction or addition of new machinery, equipment or apparatus or its modification, thereby modifying the duties entrusted to a bus driver.

The bus driver whose duties are modified because of the introduction of a technical change shall receive, when needed, appropriate training in keeping with his or her skills. The board shall assume the cost of the training and shall normally be dispensed outside a bus driver's working hours. The hours shall be remunerated at the bus driver's basic hourly rate.

**8-7.02**

The board shall inform the union in writing of its decision to introduce a technical change at least thirty (30) days before the date foreseen for the implementation of such a change.

**8-7.03**

The notice mentioned in the preceding clause contains the following information:

- a) nature of the change;
- b) date foreseen for the implementation;
- c) bus drivers concerned.

**CHAPTER 9-0.00 SETTLEMENT OF GRIEVANCES, ARBITRATION AND DISAGREEMENT****9-1.00 PROCEDURE FOR SETTLING GRIEVANCES****9-1.01**

A bus driver who has a problem concerning his or her working conditions which may give rise to a grievance, must discuss it with his or her immediate superior in order to attempt to solve it, accompanied if he or she wishes, by his or her union representative. However, the fact that the bus driver has not followed this procedure shall not cause the bus driver to lose any rights.

**9-1.02**

It is the express intent of the parties to settle all grievances regarding the application and interpretation of the agreement within the shortest possible time.

**9-1.03**

In the case of grievances, the board and the union shall agree to comply with the following procedure:

**a) Step One**

The bus driver shall submit the grievance, in writing, to the authority designated by the board or to the board if there has been no such designation, within ninety (90) days of the date of the event that gave rise to the grievance.

The representatives of both the union and the board must meet to study the grievance within ten (10) working days of its receipt.

However, the fact that this procedure has not been followed shall cause neither the bus driver nor the union to lose any rights.

In order to participate in such a meeting, three (3) union representatives may be released without loss of salary or reimbursement by the union.

The board shall give its written reply to the union within the twenty (20) working days following the receipt of the grievance and shall forward a copy to the bus driver. This notice must clearly indicate, for information purposes and without prejudice, the main reasons for the decision.

**b) Step Two**

In the case of an unsatisfactory written reply or in the absence of a reply or if the board's reply was not forwarded within the time limit prescribed, the union may submit the grievance to arbitration according to the provisions of this chapter.

**9-1.04**

The union may file and submit a grievance on behalf of a bus driver, a group of bus drivers or all bus drivers. In this case, the union must comply with the procedure prescribed in clause 9-1.03.

**9-1.05**

The time limits referred to in this article shall be compulsory, unless there is a written agreement to the contrary. Failure to comply with the time limits prescribed in this article shall render the grievance null, void and illegal for the purposes of the agreement.

However, the rejection of a grievance cannot as such be considered as an acknowledgment by the union of the board's allegations and cannot be invoked as a precedent.

**9-1.06**

The grievance notice shall contain a summary account of the facts so as to be able to identify the problem raised. The notice shall also contain, for information purposes and without prejudice, the clauses concerned and the corrective measures required.

No grievance must be rejected because of faulty drafting. The grievance may be amended provided that the amendment does not alter the nature of the grievance.

If such an amendment is submitted within the five (5) working days preceding the hearing date, the board shall obtain, upon request, a postponement.

**9-1.07**

A bus driver must in no way be penalized, harassed or disturbed due to his or her involvement in a grievance.

**9-2.00 ARBITRATION PROCEDURE****9-2.01**

The union that wishes to submit a grievance to arbitration must, within a maximum time limit of thirty (30) working days of the expiry of the time limit prescribed in the last paragraph of subparagraph a) of clause 9-1.03, submit a written notice to this effect to the chief arbitrator whose name appears in clause 9-2.02. The notice must contain a copy of the grievance and of the board's written reply, if any, and it must be sent on the electronic form prescribed to the Greffe des tribunaux d'arbitrage du secteur de l'éducation. The Records Office shall forward a copy of the arbitration notice to the board.

Notwithstanding the preceding paragraph, the union may forward the grievance by registered mail or by fax. In this case, a copy of the arbitration notice must be sent at the same time to the board.

However, the union may submit the grievance to arbitration, in the manner prescribed in the preceding paragraph, as soon as it receives the reply of the board as prescribed in clause 9-1.03.

In the event of a disruption of postal services, the arbitration notice shall be sent by fax or on the electronic form. At the end of this disruption, the union shall forward the aforementioned documents, as quickly as possible, unless they were forwarded electronically.

**9-2.02**

All grievances submitted to arbitration shall be decided upon by an arbitrator chosen from among the following:

MÉNARD, Jean-Guy, chief arbitrator<sup>1</sup>

BICHE, Marie-France  
BOISVERT, Marc  
FORTIER, François G.  
FRUMKIN, Harvey

HAMELIN, François  
LADOUCEUR, André  
MORIN, Fernand  
TOUSIGNANT, Lyse  
VILLAGY, Jean-Pierre

or any other person appointed by the Centrale, the QESBA and the Ministère to act in this capacity.

<sup>1</sup> Address of the chief arbitrator:

Greffe des tribunaux d'arbitrage  
du secteur de l'éducation  
Édifice Lomer-Gouin  
575, rue St-Amable, bureau 2.02  
Québec (Québec) G1R 5Y8

However, the arbitrator shall proceed with the arbitration with assessors if, when the grievance is entered on the monthly arbitration roll or within the fifteen (15) days that follow, there is a request to this effect by the representative of the Centrale, the QESBA and the Ministère.

**9-2.03**

In the event of an arbitration with assessors, an assessor shall be appointed by the Centrale and another appointed jointly by the QESBA and the Ministère within the time limit prescribed in the last paragraph of clause 9-2.02 to assist the arbitrator and represent each party during the hearing of the grievance and the deliberation.

The assessor thus appointed shall be deemed competent to sit whatever his or her past or present activities, interests in the dispute or duties in the union, board or elsewhere.

**9-2.04**

Upon his or her appointment, the chief arbitrator, before acting, shall take an oath or shall pledge on his or her honour, before a Superior Court judge, to perform his or her duties as prescribed by law and the agreement.

Upon his or her appointment, each arbitrator shall take an oath or shall pledge on his or her honour before the chief arbitrator for the term of the agreement to render his or her decisions in conformity with the law and the agreement.

**9-2.05**

Following the recording of the notice of arbitration mentioned in clause 9-2.01, the records office shall acknowledge receipt without delay to the union. A copy of the acknowledgment, of the grievance notice and of the notice of arbitration shall be sent, without delay, to the Centrale, the Ministère, the board concerned and the QESBA.

**9-2.06**

The chief arbitrator or, in his absence, the chief records clerk under the authority of the chief arbitrator shall:

- a) prepare the monthly arbitration roll in the presence of the representatives of the parties to the provincial agreement;
- b) appoint an arbitrator from the list mentioned in clause 9-2.02;
- c) set the time, date and place of the first arbitration session; arbitration sessions, in the case of school boards located outside Quebec City and Montréal, shall take place, at the parties' request, in the territory of the school board concerned;
- d) indicate for each grievance whether the arbitration is referred to a single arbitrator or an arbitrator assisted by assessors in accordance with the procedure described in this article or to an arbitrator appointed in accordance with the accelerated procedure described in Appendix 4.

The records office shall notify the arbitrators, the assessors, the parties concerned, the Centrale, the QESBA and the Ministère. The same applies to an arbitrator appointed to hear a grievance in accordance with the accelerated arbitration procedure described in Appendix 4 or to act as a mediator within the context of prearbitration mediation.

**9-2.07**

Subsequently, the arbitrator shall set the time, date and place of the subsequent sessions and shall so inform the records office; the records office shall notify the assessors, the parties concerned, the Centrale, the Ministère and the QESBA. The arbitrator shall also set the time, date and place of the deliberation sessions and shall so inform the assessors.

**9-2.08**

If an arbitrator is unable to act because he or she resigns, refuses to act or for other reasons, the arbitrator shall be replaced according to the procedure established for the original appointment.

If an assessor is unable to act because he or she resigns, refuses to act or for other reasons, the party which designated him or her shall appoint a replacement.

**9-2.09**

An arbitrator may proceed with the arbitration if the party that the assessor represents does not designate a replacement within the time limits he or she prescribes.

**9-2.10**

The arbitrator shall ensure compliance with the operating rules of the records office and, notably, those found in Appendix 4.

**9-2.11**

At any time, before the end of the hearings, the provincial negotiating union party, the QESBA and the Ministère may individually or collectively intervene and may make any representation to the arbitrator that they deem appropriate or relevant.

However, if one of the parties mentioned in the preceding paragraph wishes to intervene, it must so inform the other parties.

**9-2.12**

The arbitration sessions shall be public. The arbitrator may, however, on his or her own initiative or at the request of one of the parties, order the sessions to be held in camera.

**9-2.13**

The arbitrator may deliberate in the absence of an assessor who does not attend after having been convened in accordance with clause 9-2.07 at least seven (7) days in advance.

**9-2.14**

The arbitrator must render his or her decision within forty-five (45) days of the end of the hearing, except in the case of written notes, in which case the board and the union may agree to extend the time limit. However, the decision shall not be null for the sole reason that it was rendered after the expiry of the time limits.

The chief arbitrator may not assign a grievance to an arbitrator who has not rendered a decision within the time limit allotted as long as the decision has not been rendered.

**9-2.15**

The arbitration decision shall state the reasons therefor and shall be signed by the arbitrator.

The assessor may draft a separate report which shall be attached to the decision.

The arbitrator shall file the original signed copy of the decision at the records office.

The records office, under the responsibility of the arbitrator or the chief arbitrator, shall forward a copy of the said decision to the assessors, the parties involved, the Centrale, the Ministère and the QESBA and shall file for and on behalf of the arbitrator two (2) certified copies at the records office of the labour commissioner-general's office.

**9-2.16**

At any time before the final decision, an arbitrator may render any provisional or interlocutory decision which he or she deems fair and useful.

The arbitration decision shall be final, executory and shall bind the parties.

When the decision includes a time limit in which to comply with an obligation, the time limit shall begin on the day the decision was sent by the records office, unless the arbitrator decides otherwise in the decision.

**9-2.17**

An arbitrator may not, by his or her decision, subtract from, add to or modify the clauses of the agreement.

**9-2.18**

Subject to articles 2-1.00, 9-1.00 and 9-2.00, a grievance filed by a bus driver who is no longer in the employ of the board or by the union for a bus driver who is no longer in the employ of the board shall be considered as validly submitted to arbitration, provided that the facts which gave rise to the grievance occurred during the period of employment or as a result of his or her departure and entitles him or her to a monetary claim.

**9-2.19**

As regards a disciplinary measure, the arbitrator may uphold, modify or annul the decision of the board. Any compensation must take into account the amounts earned by the said bus driver during the period in which he or she should not have been suspended or dismissed.

**9-2.20**

The chief arbitrator shall choose the chief records clerk.

**9-2.21**

The board and the union may agree in writing that grievances be subject to the mediation-arbitration procedure provided for in Appendix 2. Failing this, grievances shall be subject to the arbitration procedure prescribed in this article.

**9-2.22****A) Arbitrators and Mediators' Fees and Expenses**

In the case of arbitration, the fees and expenses shall be paid by the party that submitted the grievance if it is rejected and by the party to which the grievance was submitted if it is upheld.

If the grievance is partially upheld, the arbitrator shall determine the proportion of the fees and expenses payable by each party.

Notwithstanding the foregoing, in the case of a grievance contesting a dismissal, the arbitrator's fees and expenses shall be assumed by the Ministère.

If the grievance is settled, regardless of the number of grievances concerned and the nature of the settlement, the amount payable in cancellation fees as well as the arbitrator's fees and expenses, if any, shall be assumed equally by the parties or according to the terms and conditions of settlement.

At the request of either party, the arbitrator who takes note of the settlement may agree on a different distribution.

If the grievance is unresolved, the party that withdraws or accedes to it shall assume the amount payable in cancellation fees.

In the case of a deferral, the amount payable in cancellation fees, if any, shall be assumed by the party that requested the deferral or shall be shared equally in the case of a joint request.

Should a hearing be cancelled, the amount payable in cancellation fees is four hundred dollars (\$400) and applies only if the cancellation request is made to the arbitrator thirty (30) days or less prior to the hearing date.

In any type of mediation, the mediator's fees and expenses shall be shared equally by the parties. If the mediator is mandated to act as an arbitrator in the same file, the fees and expenses charged as an arbitrator shall be assumed according to the rules prescribed in this clause. The terms and conditions related to the amount payable in arbitration cancellation fees apply, if any, to mediation.

#### **B) Expenses of the Records Office**

The expenses of the records office and the salaries of the records office personnel shall be borne by the Ministère.

The arbitration hearings and deliberations shall be held on premises free of rental costs.

#### **C) Terms and Conditions**

Paragraph A) of this clause shall only apply to a grievance filed as of February 1, 2006. Any grievance filed before that date shall continue to be covered by clause 9-2.21 of the 2000-2002 collective agreement.

#### **9-2.23**

The assessors shall be remunerated and their expenses reimbursed by the party they represent.

#### **9-2.24**

The stenography costs shall be assumed by the party which requires it.

If there is a transcript of the official stenographic notes, a copy thereof shall be forwarded by the stenographer, without cost, to the arbitrator and assessors before the beginning of the deliberations.

#### **9-2.25**

At the request of a party or on his or her own initiative, an arbitrator shall forward or otherwise serve any order or document and may summon a witness as provided for in the Labour Code (R.S.Q., c. C-27).

#### **9-3.00 DISAGREEMENT**

##### **9-3.01**

Any disagreement defined in clause 1-2.15 which may arise during the term of the agreement shall be referred to the Labour Relations Committee.



**CHAPTER 10-0.00 MISCELLANEOUS PROVISIONS****10-1.00 CONTRIBUTIONS TO A SAVINGS INSTITUTION OR CREDIT UNION****10-1.01**

The union shall notify the board of its choice of a single savings institution or credit union for its members. It shall forward to the board a standard form authorizing deduction.

**10-1.02**

The board shall collaborate in facilitating this operation.

**10-1.03**

Thirty (30) days after the savings institution or credit union has forwarded the authorizations for deductions to the board, the latter shall deduct from each salary payment of the bus driver who has signed such an authorization the amount that he or she has indicated as a deduction for deposit in the said savings institution or credit union.

**10-1.04**

Thirty (30) days after a bus driver's written notice to this effect, the board shall cease to deduct the bus driver's contribution to the savings institution or credit union.

**10-1.05**

The amounts thus deducted at source shall be forwarded to the savings institution or credit union concerned within eight (8) days of their deduction.

**10-1.06**

The list of changes to be made in deductions shall be accepted only between October 1 and 31 and between February 1 and 28 of each year.

**10-1.07**

Article 10-1.00 applies, by making the necessary changes, to the bus driver who wishes to purchase government savings bonds.

**10-2.00 LOCAL ARRANGEMENTS****10-2.01**

The board and the union may agree on local arrangements according to the following procedure.

**10-2.02**

No local arrangement may directly or indirectly modify a provision of the agreement which cannot be the subject of a local arrangement.

Between the date of the coming into force of the agreement and the replacement of a local arrangement, the parties agree to conform to the provisions of the former local arrangement.

**10-2.03**

Failing a local arrangement on a subject for which the agreement or the law so provides, the provisions of the agreement apply.

**10-2.04**

The board or the union may give an eight (8)-day written notice of its intention to meet the other party for the purposes of discussing the replacement of one or more provisions of the agreement which could be the subject of local arrangements.

**10-2.05**

To be considered valid, any agreement constituting a local arrangement under this article must meet the following requirements:

- a) it must be in writing;
- b) the board and the union must sign it through their authorized representatives;
- c) any article thus modified must appear in the agreement;
- d) it must be filed in accordance with the provisions of the Labour Code (R.S.Q., c. C-27);
- e) the date of the application of the agreement must be stipulated therein and may in no case be prior to the date of the coming into force of the agreement and, unless otherwise indicated, this agreement shall be in effect until it is replaced or, at the latest, until the coming into force of new stipulations negotiated and agreed at the provincial level.

**10-2.06**

No provision of this article may give rise to the right to strike or to lockout nor may it lead to a dispute as defined in the Labour Code (R.S.Q., c. C-27).

**10-2.07**

Any local arrangement may be cancelled or replaced by a written agreement between the board and the union. Such an agreement must fulfill the requirements of clause 10-2.05.

**10-2.08**

At the union's request, the board shall release, without loss of salary or reimbursement, a maximum of two (2) bus drivers designated by the union in order to participate in the joint meetings required to discuss the provisions arising from this article. The bus driver must notify his or her immediate superior before leaving.

**10-3.00 DISTRIBUTION AND TRANSLATION OF AGREEMENT****10-3.01**

As soon as possible after the coming into force of the agreement, the provincial negotiating employer group shall make available on the CPNCA site the agreement and the Classification Plan.

**10-3.02**

The French text shall constitute the official text of the agreement. However, the provincial negotiating parties shall agree to an English version of the agreement for administrative purposes.

**10-3.03**

The text of the agreement and the Classification Plan shall be translated into English at the expense of the CPNCA. The English version must be made available to English-speaking bus drivers and to the union as quickly as possible.

**10-3.04**

The board must, in each of its buildings, place at the disposal of bus drivers a computer so that they may consult the agreement and the Classification Plan on the CPNCA site.

**10-4.00 COMING INTO FORCE OF THE AGREEMENT****10-4.01**

The agreement shall come into force on the date it is signed and shall have no retroactive effect other than that prescribed in clause 10-4.06.

**10-4.02**

The agreement shall expire on March 31, 2015.

However, the working conditions provided for in the agreement continue to apply until a new collective agreement is signed.

**10-4.03**

Within sixty (60) days of the date of the coming into force of the agreement, bus drivers employed by the board shall be entitled to receive the amounts prescribed in clause 10-4.06.

**10-4.04**

Within one hundred and twenty (120) days of the date on which the agreement comes into force, the board shall provide the union with a list of bus drivers who have left its employment between April 1, 2010 and the date on which the agreement comes into force, including the latest known address.

The bus driver whose employment ended between April 1, 2010 and the date on which the agreement comes into force must submit a written request to the board for payment of the amount owing under clause 10-4.06 within one hundred and twenty (120) days of the date on which the union receives the list. In the event of the bus driver's death, the request may be made by his or her beneficiaries.

The amounts prescribed in clause 10-4.06 shall be paid within sixty (60) days of receiving the request.

**10-4.05**

The board shall pay bus drivers the retroactive amounts owing and shall provide them with a statement of the payment calculations, with a copy to the union.

**10-4.06**

The bus driver employed by the board between April 1, 2010 and the date on which the agreement comes into force is entitled to a retroactive amount equal to the difference, if it is positive, between the salary or, as the case may be, the amount to which he or she would have been entitled taking into account his or her active service or the number of hours remunerated during that period in accordance with the following provisions: 5-3.31, 5-4.00, 6-2.08, 7-4.12 and the amounts already paid by the board between April 1, 2010 and the date on which the agreement comes into force.

**10-4.07**

The board shall apply the new salary rate prescribed in clause 6-2.08 within forty-five (45) days of the date on which the agreement is signed.

**10-4.08**

The time limits prescribed in the grievance procedure shall be extended until such time as the provincial negotiating employer group has made available on the CPNCA site the official text of the agreement.

**10-4.09**

Strikes and lockouts shall be prohibited as of the date of the coming into force of the agreement and as long as the right to strike and to lockout has not been acquired in accordance with the Labour Code (R.S.Q., c. C-27).

**10-5.00 APPENDICES****10-5.01**

The appendices are an integral part of the agreement, unless provided otherwise.

**10-6.00 INTERPRETATION OF TEXTS (PROTOCOL)****10-6.01**

For the purposes of this agreement, the use of a fax shall constitute, in every case, a valid mode of transmission of a written notice.

**10-7.00 ANNUAL MEDICAL EXAMINATION****10-7.01**

Barring a notice to the contrary, bus drivers must submit a medical certificate on a yearly basis prior to or on their birthday in accordance with the regulations of the board.

**IN WITNESS WHEREOF**, the parties have signed in Montréal on this 2<sup>nd</sup> day of May 2011 the provisions negotiated and agreed between the Management Negotiating Committee for English-language School Boards (CPNCA) and the Centrale des syndicats du Québec (CSQ) represented by its bargaining agent, the Fédération du personnel de soutien scolaire (FPSS) on behalf of the school bus drivers in the employ of the Eastern Townships School Board.

**FOR THE EMPLOYER GROUP**

(signed) Line Beauchamp

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Line Beauchamp  
Minister of Education, Recreation and Sports

(signed) Bernard Huot

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Bernard Huot  
President, CPNCA

(signed) Éric Bergeron

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Éric Bergeron  
Vice-president, CPNCA

(signed) Debbie Horrocks

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Debbie Horrocks  
President, QESBA

(signed) Wendy Bernier

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Wendy Bernier  
Negotiator, CPNCA

(signed) Marco Boulanger

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Marco Boulanger  
Spokesperson, CPNCA

**FOR THE UNION GROUP**

(signed) Réjean Parent

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Réjean Parent  
President, CSQ

(signed) Diane Cinq-Mars

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Diane Cinq-Mars  
President, FPSS-CSQ

(signed) Joanne Quévillon

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Joanne Quévillon  
Vice-president, FPSS-CSQ

(signed) Brent Tweddell

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Brent Tweddell  
Coordonnateur des négociations  
nationales, CSQ

(signed) Yves Lanctôt

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Yves Lanctôt  
Adjoint à la coordination des négociations  
nationales, CSQ

(signed) Lise Beauchamp

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Lise Beauchamp  
Negotiator, FPSS-CSQ

(signed) Alain Gingras

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Alain Gingras  
Spokesperson, FPSS-CSQ

**APPENDIX 1****PARENTAL RIGHTS****Amendments Made to Parental Rights**

Should amendments be made to the Québec Parental Insurance Plan, the Employment Insurance Act (S.C. 1996, c. 23) or the Act respecting labour standards (R.S.Q., c. N-1.1) with respect to parental rights, the parties agree to meet to discuss the possible implications of the amendments on the current parental rights plan.

**APPENDIX 2****MEDIATION ARBITRATION**

1. Pursuant to clause 9-2.21, the board and the union agree, in writing, on a mediation-arbitration procedure and shall so advise the records office as soon as possible; they shall indicate, if applicable, any previous grievance or grievances for which the mediation-arbitration procedure was used. Starting with this agreement, all grievances shall be submitted to the mediation-arbitration procedure.
2. The parties agree on the person who must act as mediator-arbitrator from the list of arbitrators found in the agreement and shall so advise the records office. Failing agreement, the mediator-arbitrator shall be appointed, at the request of either party, by the chief arbitrator from the same list.
3. The mediator-arbitrator shall attempt to help the parties find a solution. To this end, he or she shall be able to use the powers of conciliation.

If a settlement is reached at this stage, it shall be confirmed in writing and shall bind the parties.

4. Failing a settlement, the mediator-arbitrator must dispose of the grievance in accordance with the clauses of article 9-2.00 which are not incompatible with this appendix.

**APPENDIX 3****AMALGAMATION, ANNEXATION OR RESTRUCTURING OF SCHOOL BOARDS**

The provincial employer group hereby agrees that, in the event of an official decision concerning an amalgamation, annexation or restructuring of English-language school boards, a meeting shall be held with the provincial negotiating union group to discuss the terms and conditions for the transfer and reassignment of bus drivers.



## APPENDIX 4 ARBITRATION OF GRIEVANCES

In order to improve the effectiveness of the arbitration system, to reduce costs and to enable the local parties to assume greater responsibility for arbitration files, the parties agree, while complying with the current arbitration procedures prescribed in the agreement, to set up a provincial committee for settling grievances and to implement two new methods for settling grievances, namely: prearbitration mediation and accelerated arbitration of a "small claims" nature.

### I- MANDATE OF PROVINCIAL COMMITTEE FOR SETTLING GRIEVANCES

The provincial committee for settling grievances composed of one representative of the CPNCA and one representative of the Fédération du personnel de soutien scolaire (CSQ) shall have the following mandate:

- ▶ conduct operations aimed at the greatest possible reduction of the number of grievances accumulated according to the priorities and procedures determined by the committee;
- ▶ intervene, prior to entering a file, with the local parties in order to help them resolve the issue;
- ▶ guide the parties towards the appropriate method to resolve grievances;
- ▶ encourage a better use of the time allotted to hearings and a reduction in their duration.

### II- PREARBITRATION MEDIATION

The board and the union may agree to proceed with prearbitration mediation in dealing with certain grievances. To do so, the parties shall forward a joint notice to the records office. The records office shall recommend to the parties a list of mediators chosen from the list in clause 9-2.02. Once the parties have approved a name from that list, the records office shall set the date, as quickly as possible, of the first mediation session.

Only an employee of the board and an employee or an elected member of the union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

The mediator shall attempt to help the parties reach a settlement. If a settlement is reached, the mediator shall take note thereof, draft it and file a copy at the records office. The settlement shall bind the parties.

The records office shall file two (2) certified copies at the labour commissioner general's office.

The procedure shall apply for every group of grievances agreed to by the board and the union.

In the event that a number of grievances included in the prearbitration-mediation procedure are unresolved, those remaining shall be dealt with according to the arbitration procedure agreed to between the parties.

The mediator cannot act as an arbitrator in any grievance not settled at the prearbitration-mediation stage, unless the parties agreed otherwise, in writing, prior to mediation.

The honoraria and expenses of the arbitrator who is mandated to act as a mediator shall be shared equally by the parties as is the case of an arbitration mandate.

### III- ACCELERATED ARBITRATION PROCEDURE OF A "SMALL CLAIMS" NATURE

#### 1- Admissible Grievances

Any grievance may be referred to this procedure provided that the parties (board and union) explicitly agree to do so. In this case, a notice signed jointly by the authorized representatives of the parties, attesting such an agreement, shall be forwarded to the records office.

Failure on the part of the board and the union to sign a joint notice of their intent to refer a grievance to the accelerated arbitration procedure, the board or the union may indicate separately such intent by forwarding a separate written notice to this effect to the records office along with a certified copy to the other party.

In this latter case, the written notice of the union and that of the board must both be received by the records office at least seven (7) days prior to entering the grievance in question on the arbitration roll.

## **2- Arbitrator**

The arbitrator shall be appointed by the records office; he or she shall conduct an investigation, interrogate the parties and witnesses previously identified to the other party and may attempt to reconcile the parties either at their request or with their consent.

## **3- Representation**

Only an employee of the board and an employee or an elected member of the union may represent the parties; they may, however, after having informed the other party, call upon an advisor.

## **4- Duration of Hearing**

In general, a hearing usually lasts one hour.

## **5- Award**

The arbitration award must contain a brief description of the dispute and a summary of the reasons supporting its conclusion (approximately two pages). This decision may not be cited or used by anyone as regards the arbitration of any other grievance, unless the grievance is related to an identical dispute between the same board and the same union and deals with the same facts and clauses.

The arbitrator shall render his or her decision and shall forward a copy to the parties within a maximum five (5)-working day time limit after the hearing. He or she shall also file the signed original copy at the records office.

## **6- Applicable Provisions of the Agreement**

Articles 9-1.00 and 9-2.00 apply by adapting them to the accelerated arbitration procedure prescribed in this appendix, except for clause 9-2.03, the second paragraph of clause 9-2.08, clauses 9-2.09, 9-2.11, 9-2.13, the first paragraph of clause 9-2.14, the first, second and third subparagraphs of clause 9-2.15, the first paragraph of clause 9-2.16, and clauses 9-2.21, 9-2.23 and 9-2.24.

## **IV- OTHER MEASURES CONTRIBUTING TO REDUCING THE COSTS OF THE ARBITRATION SYSTEM AND TO INCREASING ITS EFFECTIVENESS**

- A) In order to reduce the amounts earmarked for the expenses and honoraria of arbitrators and to resolve a greater number of grievances, the provincial parties agree to:
- ▶ encourage the local parties to use the prearbitration-mediation procedure and the accelerated arbitration procedure of a "small claims" nature;
  - ▶ keep an updated list of joint requests of the local parties as regards prearbitration mediation and accelerated arbitration of a "small claims" nature;
  - ▶ submit the list on a regular basis to the chief arbitrator or chief records clerk to enable him or her to set the date of the first meeting.
- B) Holding of hearings prescribed under article 9-2.00:
- ▶ the attorneys assigned to every grievance file shall inform the arbitrator and each other of the nature of the preliminary methods they intend to raise one week prior to the hearing;

- ▶ every hearing shall be scheduled for 9:30 a.m., the attorneys, assessors, where applicable, and the arbitrator must use the first half-hour for a private preparatory session.

The purpose of the preparatory session is to:

- improve the arbitration process, to better use the availability time invested therein and to accelerate the holding of hearings;
- allow the parties to declare, if not already done, the means they intend to use to plead the case other than those mentioned in the preliminary remarks;
- outline the dispute and identify the issues to be discussed in the course of the hearing;
- ensure the exchange of documentary evidence;
- plan the presentation of evidence to be produced in the course of the hearing;
- study the admissibility of certain facts;
- analyze any other question which could simplify or accelerate the hearings.

**APPENDIX 5                                  COMPUTERIZED BILLING OF GROUP INSURANCE PREMIUMS**

The following special provisions apply to the board that accepts to replace the current self-billing system<sup>1</sup> for personal group insurance premiums with a computerized billing system for group insurance premiums:

A. Clause 5-3.11 is replaced with the following:

5-3.11 The insurer selected for all plans, including the general group insurance plans (FAMR)<sup>2</sup> provided for in paragraph D) of clause 5-3.21, must have its head office in Québec and must be a single insurer or a group of insurers acting as a single insurer. For the purposes of selecting an insurer, the Insurance Committee of the Centrale, or the Centrale in the case of the general group insurance plans (FAMR), may request bids or proceed according to any other method that it determines.

B. Clause 5-3.19 is replaced with the following:

5-3.19 A) The board shall facilitate the implementation and application of the personal group insurance plans in particular by:

- a) informing new bus drivers;
- b) registering new bus drivers;
- c) forwarding to the insurer the application forms and the pertinent information required by the insurer to maintain the participant's file up-to-date;
- d) forwarding the deducted premiums to the insurer;
- e) providing bus drivers with the forms required for participation in the plan, claim forms or other forms supplied by the insurer;
- f) conveying information normally required from the employer by the insurer for settling certain benefits;
- g) forwarding to the insurer the names of bus drivers who have indicated to the board that they intend to retire.

B) In the case of general group insurance (FAMR) provided for in paragraph D) of clause 5-3.21, the board shall merely forward the deducted premiums to the insurer.

C. Clause 5-3.21 is modified by adding the following paragraph D):

5-3.21 D) General Group Insurance (FAMR)

The Centrale may also determine the provisions of the general insurance plans (FAMR). The cost of the plans shall be borne entirely by the participants.

The bus drivers referred to in subparagraph a) of clause 5-3.01 may benefit from a deduction at source of the insurance premiums for the plans.

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<sup>1</sup> The main difference between the two (2) billing systems is as follows:

- . under the self-billing system, the board establishes the cost of each bus driver's personal group insurance premiums and deducts the premiums at source;
- . under the computerized billing system, the insurer establishes the cost of the premiums and forwards to the board by computerized listing the total amount it will deduct from each bus driver's pay.

<sup>2</sup> FAMR: Fire, Accident and Miscellaneous Risk

Only subparagraph k) of clause 5-3.30 applies to the general group insurance plans (FAMR)<sup>1</sup>.

D. Subparagraph a) of paragraph B) of clause 5-3.21 is modified as follows:

5-3.21 B) a) the provisions of subparagraphs b) to l) of clause 5-3.30;

E. Clause 5-3.25 is modified by adding the following subparagraph d):

5-3.25 d) The board's contribution to the health insurance plan shall be sent to the insurer in two (2) installments each year:

i) the first installment shall cover the period from January 1 to June 30 and shall be established by the insurer for all bus drivers concerned for the pay period which includes April 1 and for whom such contribution must be made; the installment represents fifty percent (50%) of the board's contribution;

ii) the second installment shall cover the period from July 1 to December 31 and shall be established by the insurer for all bus drivers concerned for the pay period which includes November 1 and for whom such contribution must be made; the installment represents fifty percent (50%) of the board's contribution.

F. The third paragraph of clause 5-3.28 is replaced with the following:

5-3.28 Notwithstanding clause 5-3.01, the bus driver on a leave without salary for twenty-eight (28) days or less shall remain covered by the plan. The insurer shall, upon the bus driver's return to work, adjust his or her premiums to take into account the total amount of the required premiums due during his or her leave, including the board's share.

Notwithstanding clause 5-3.01, the bus driver on a leave without salary for more than twenty-eight (28) days shall remain covered by the plan. The insurer shall claim directly from the bus driver the total amount of the premiums due, including the board's share.

G. Subparagraph k) of clause 5-3.30 becomes subparagraph l) of the same clause.

The new subparagraph k) of clause 5-3.30 is as follows:

5-3.30 k) the insurer shall determine the total amount of the bus driver's premiums for each pay period and shall transmit it to the board by computerized listing so that the board can make the deduction;

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<sup>1</sup> FAMR: Fire, Accident and Miscellaneous Risk

**APPENDIX 6****TECHNICAL COMMITTEE ON INSURANCE**

The Ministère, the QESBA and the Centrale agree that the mandate of the committee provided for in clause 5-3.20 shall be to ensure the implementation of a system for the computerized billing and remittance of personal insurance premiums and for the deduction at source of general property insurance premiums (FAMR).

## APPENDIX 7 USE OF BANK OF SICK-LEAVE DAYS<sup>1</sup>

### USE OF BANK OF SICK-LEAVE DAYS

An employee who (1) resigns or (2) retires and receives a pension may redeem the sick-leave days accumulated in his or her bank. The school board shall recognize each day accumulated in his or her bank as equal to a half-day (0.5) up to the maximum specified in the following table:

#### 1. RESIGNATION

<u>Years of service</u>	<u>Equivalent redeemable days</u>
10 years or more	10 days
15 years or more	15 days <sup>1)</sup>

#### 2. PRERETIREMENT\*

<u>Years of service</u>	<u>Equivalent redeemable days</u>
5 years or more	10 days
10 years or more	15 days
15 years or more	20 days <sup>2)</sup>

\* For the purposes of this clause, preretirement is defined as the period prior to the beginning of a pension payment. In exceptional circumstances, another definition of preretirement may apply with the authorization of the director general.

1)	EXAMPLE:	Years of service:	15
		Sick-leave days in bank:	30
		Equivalent redeemable days:	15
2)	EXAMPLE:	Years of service:	17
		Sick-leave days in bank:	36
		Equivalent redeemable days:	18

<sup>1</sup> Extract of clause 12.5.2 of a document of the Eastern Townships School Board entitled: Working conditions of support staff, revised 1995.

## APPENDIX 8

## PROGRESSIVE RETIREMENT PLAN

- 1) The progressive retirement plan, hereinafter called the "plan", is intended to enable a bus driver to reduce his or her time worked for a period of one (1) to five (5) years. The proportion of the number of hours worked per week must not be less than fourteen (14) hours.

Notwithstanding the preceding paragraph, the bus driver and the board may agree that the number of hours worked be scheduled other than on a weekly basis.

- 2) Only the regular bus driver whose regular workweek is greater than fourteen (14) hours worked and who is a member of one of the pension plans currently in force (CSSP, RREGOP and TPP) may benefit from the plan, but only once.
- 3) For the purposes of this appendix, the agreement found herein is an integral part of the appendix.
- 4) To be eligible for the progressive retirement plan, the bus driver must first verify with the Commission administrative des régimes de retraite et d'assurances (CARRA) that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.

The bus driver shall sign the form required by CARRA and shall forward a copy to the board.

- 5)
  - A) The bus driver who wishes to avail himself or herself of the plan must forward a written request to the board at least ninety (90) days in advance. This deadline may be shortened with the consent of the board.
  - B) The request must specify the period during which the bus driver intends to avail himself or herself of the plan as well as the distribution of the working time.
  - C) The bus driver shall also forward to the board, at the same time as the request, an attestation from CARRA confirming that in all likelihood he or she will be entitled to a pension on the date on which the agreement expires.
- 6) Approval of the request for the progressive retirement plan shall be subject to a prior agreement with the board, which shall take into account student transportation needs.
- 7) During the progressive retirement period, the bus driver shall receive his or her salary, including the premiums to which he or she is entitled in proportion to the hours worked.
- 8) During the progressive retirement period, the bus driver shall accumulate seniority and experience as if he or she had not availed himself or herself of the plan.
- 9) During the progressive retirement period, the board shall pay its share of the contribution to the health insurance plan on the basis of the bus driver's time worked prior to the agreement. He or she shall pay his or her own contribution. For the term of the agreement, the bus driver shall be entitled to the life insurance plan to which he or she was entitled prior to the agreement.
- 10) The board and the bus driver shall sign, where applicable, the agreement stipulating the terms and conditions relating to the progressive retirement plan.
- 11) During the progressive retirement period, the pensionable salary for the purposes of the pension plans (CSSP, RREGOP and TPP) for the years or parts of years covered by the agreement is the salary which a bus driver would have received or for a period during which benefits under the salary insurance plan were paid to which he or she would have been entitled had he or she not availed himself or herself of the plan. The service credited for the purposes of the pension plans (CSSP, RREGOP and TPP) is that which would have been credited to the bus driver had he or she not availed himself or herself of the plan.
- 12) For the term of the agreement, the bus driver and the board must pay their share of the contributions to the pension plan on the basis of the applicable salary as if the bus driver had not availed himself or herself of the plan.



- 13) Except for the preceding provisions, the bus driver who avails himself or herself of the progressive retirement plan shall be governed by the provisions of the agreement concerning the number of hours worked in his or her workweek.
- 14) Where applicable, the number of weekly hours not worked by the bus driver participating in the plan shall be filled according to the provisions of clause 7-1.05 B) of the agreement.
- 15) Should the bus driver not be entitled to his or her pension upon the expiry of the agreement due to circumstances beyond his or her control as stipulated by regulation, the agreement shall be extended to the date on which the bus driver will be entitled to his or her pension, even though the total progressive retirement period exceeds five (5) years.

Any changes to the dates set for the beginning and expiry of the agreement must have been approved by CARRA beforehand.

- 16)
  - A) In the event of the retirement, resignation, layoff, dismissal, death of the bus driver or, where applicable, upon expiry of the extension agreed to under article 15), the agreement shall terminate on the date on which the event occurs.
  - B) The same applies in the event of the bus driver's withdrawal, which can only occur with the consent of the board.
  - C) If the agreement becomes null or terminates due to circumstances mentioned previously or stipulated by regulation, the pensionable salary, the credited service and the contributions shall be determined, for each of these circumstances, in the manner prescribed by regulation.
- 17) For each of the years stipulated in the agreement, the bus driver shall be entitled to all the benefits of the agreement which are not incompatible with the provisions of the agreement.
- 18) Upon the expiry of the agreement, the bus driver shall be considered as having resigned and shall be pensioned off.

PROGRESSIVE RETIREMENT PLAN

AGREEMENT CONCLUDED

BETWEEN

\_\_\_\_\_ SCHOOL BOARD  
hereinafter called the board

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
hereinafter called the bus driver

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**SUBJECT: PROGRESSIVE RETIREMENT PLAN**

**1) Period Covered by the Progressive Retirement Plan**

This agreement comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

The agreement may expire on another date under the circumstances and according to the terms and conditions prescribed in articles 15) and 16) of Appendix 8 of the collective agreement.

**2) Time Worked**

For the duration of the agreement, the number of hours worked and the scheduling of those hours shall be:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notwithstanding the preceding paragraph, the board and the bus driver may agree to change the number of hours worked and the schedule, provided, however, that the number of hours worked is not less than fourteen (14) hours per week.

**3) Other Terms and Conditions for Applying the Plan Agreed to with the Bus Driver**

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**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
For the board

\_\_\_\_\_  
Bus driver's signature

**APPENDIX 9****TRAVEL EXPENSES**

A casual bus driver registered on the priority of employment list who carries out a temporary replacement of less than three (3) months and who must travel more than fifteen (15) kilometres from his or her residence to the bus shall be reimbursed for the travel expenses for kilometres in excess of fifteen (15) kilometres. The travel expenses shall be paid according to the board policy.

**APPENDIX 10****PARENTAL RIGHTS OF CASUAL BUS DRIVERS**

This appendix applies to the casual bus drivers referred to in paragraph 2) of subparagraph b) of clause 2-1.01.

The bus drivers referred to in this appendix shall benefit from article 5-4.00 of the agreement subject to the following terms and conditions:

- A) To be eligible for maternity leave, the bus driver must have worked at the board for at least twenty (20) weeks during the twelve (12) months preceding the leave.
- B) A bus driver shall benefit from parental rights only for the period during which he or she would have actually worked.
- C) Following a written request submitted to the board at least two (2) weeks in advance, the bus driver who wishes to extend her maternity leave, the bus driver who wishes to extend his paternity leave and the bus driver who wishes to extend an adoption leave shall benefit from paragraph B) of clause 5-4.40 according to the terms and conditions prescribed.
- D) For bus drivers, the special leave provided for in clause 5-4.23 of the agreement shall be without salary, but the four (4) days to which the bus driver may be entitled are paid, where applicable, under clause 5-4.24.
- E) The casual bus driver's basic weekly salary is the average basic weekly salary of the last twenty (20) weeks preceding her maternity leave. If, during that period, the casual bus driver received benefits established at a certain percentage of her regular salary, it is understood that, for the purposes of calculating her basic salary during her maternity leave, it is the basic salary on the basis of which these benefits were established.

If the period of the last twenty (20) weeks preceding the casual bus driver's maternity leave includes the date on which the salary scales and rates are increased, the basic weekly salary shall be calculated on the basis of the salary rate in effect on that date. However, if the maternity leave includes the date on which the salary scales and rates are increased, the basic salary shall change on that date according to the adjustment formula of the applicable salary scale.

The twenty (20)-week period prior to the casual bus driver's maternity leave shall exclude all layoffs when calculating the average basic weekly salary.

APPENDIX 11

LEAVE WITH DEFERRED SALARY

CONTRACT CONCLUDED

BETWEEN

\_\_\_\_\_ SCHOOL BOARD

HEREINAFTER CALLED THE BOARD

AND

SURNAME: \_\_\_\_\_ GIVEN NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

HEREINAFTER CALLED THE BUS DRIVER

**SUBJECT: LEAVE WITH DEFERRED SALARY****I- Duration of Contract**

This contract comes into force on \_\_\_\_\_ and expires on \_\_\_\_\_.

The contract may expire on a different date under the circumstances and according to the terms and conditions provided for in sections V to XI herein.

**II- The Leave with Deferred Salary and Certain Inherent Terms and Conditions**

- a) The duration of the leave with deferred salary shall be \_\_\_\_\_, that is, from \_\_\_\_\_ to \_\_\_\_\_.
- b) On returning to the board, the bus driver shall be reinstated in his or her position. If his or her position was abolished or if the bus driver was displaced in accordance with the collective agreement, the bus driver shall be entitled to the benefits he or she would have received had he or she been at work.
- c) The duration of the leave must be for at least six (6) months. The leave shall be taken in consecutive months and can be taken over one school year only. Moreover, the leave cannot be interrupted under any circumstances regardless of the duration prescribed in clause 5-10.05.
- d) During the leave with deferred salary, the bus driver cannot receive any remuneration from the board or from another person or company with which the board has ties other than the amount corresponding to the percentage of his or her salary determined in section III for the duration of the contract.
- e) Notwithstanding any provision resulting from the benefits and conditions of which bus drivers may avail themselves during the contract, the leave with deferred salary must start no later than six (6) years from the date on which the bus driver's salary began to be deferred.

**III- Salary**

During each of the years referred to in this contract, the bus driver shall receive \_\_\_\_% of the salary he or she would have received under the collective agreement.

(The percentage applicable is indicated in clause 5-10.05 of the collective agreement.)

**IV- Benefits**

- a) During each of the years of this contract, the bus driver shall benefit, insofar as he or she is normally entitled to it, from the following:
  - life insurance plan;
  - health insurance plan, provided that he or she pays his or her share, including tax, where applicable;
  - accumulation of sick-leave days, where applicable, according to the percentage of the salary to which he or she is entitled under the provisions of section III herein;
  - accumulation of seniority;
  - accumulation of experience.
- b) During the leave with deferred salary, the bus driver shall not be entitled to any of the premiums provided for in the collective agreement. During each of the other months of this contract, he or she shall be entitled, where applicable, to all of the premiums, without taking into account the decrease in his or her salary pursuant to section III.
- c) It is understood that, during the leave with deferred salary, the percentage of vacation allowance prescribed in clause 5-6.01 is applied to the percentage of salary prescribed in section III herein.

- d) Each of the years referred to in this contract shall count as a period of service for the purposes of the pension plans currently in force and the average salary shall be determined on the basis of the salary that the bus driver would have received had he or she not taken part in the leave with deferred salary.
- e) During each of the years of this contract, the bus driver shall be entitled to all the other benefits of the collective agreement which are not incompatible with the provisions of this contract.
- f) The board shall maintain its contribution to the Québec Pension Plan, Employment Insurance, Québec Health Insurance Plan and the Occupational Health and Safety Plan for the duration of the leave.

#### **V- Retirement, Withdrawal or Resignation of the Bus Driver**

In the event of the retirement, withdrawal or resignation of the bus driver, this contract shall expire on the date of such retirement, withdrawal or resignation under the conditions described hereinafter:

**A) The bus driver has already taken a leave with deferred salary (salary paid in excess).**

The bus driver shall reimburse<sup>1</sup> the board an amount equal to the difference between the salary received during the term of the contract and the salary to which he or she would be entitled for the same period had his or her leave not been remunerated.

The amount reimbursed shall not include any interest.

**B) The bus driver has not taken a leave with deferred salary (salary not paid).**

The board shall reimburse the bus driver, without interest, for the term of the contract, an amount equal to the difference between the salary to which he or she would have been entitled under the agreement had he or she not signed the contract and the salary received under this contract.

**C) The leave with deferred salary is in progress.**

The amount owing by one party or the other shall be calculated in the following manner:

Salary received by the bus driver during the term of the contract minus the salary to which he or she would have been entitled for the same period had his or her leave (elapsed period) not been remunerated. If the result obtained is positive, the bus driver shall reimburse the amount to the board; if the result obtained is negative, the board shall reimburse the amount to the bus driver.

The amount reimbursed shall not include any interest.

#### **VI- Layoff or Dismissal**

In the event of the layoff other than that associated with the school calendar or the dismissal of the bus driver, this contract shall expire on the effective date of the layoff or dismissal. The conditions provided for in subparagraph A), B) or C) of section V shall then apply.

However, the duration of this contract shall be extended in proportion to each layoff associated with the school calendar when it was not counted in establishing the duration of the contract in accordance with clause 5-10.05.

#### **VII- Leave Without Salary**

During the term of the contract, the total of one or more leaves without salary authorized in accordance with the collective agreement cannot exceed twelve (12) months. In this case, the duration of this contract shall be extended accordingly.

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<sup>1</sup> The board and the bus driver may agree on the terms and conditions of reimbursement.



However, if the total of one or more leaves without salary exceeds twelve (12) months, the agreement shall expire on the twelfth (12<sup>th</sup>) month and the provisions of section V of this contract apply.

#### **VIII- Death of the Bus Driver**

In the event of the bus driver's death during the term of this contract, the contract shall expire on the date of the bus driver's death and the conditions provided for in section V shall apply by making the necessary changes. However, the board shall not make any monetary claim, if the bus driver is required to reimburse the board as a result of the application of the provisions of section V.

#### **IX- Disability**

##### **A) Disability develops during the leave with deferred salary**

For the purposes of applying the provisions of clause 5-3.31, disability shall be considered as beginning on the date a bus driver returns to work and not during the leave with deferred salary.

However, the bus driver shall be entitled, during his or her leave with deferred salary, to the salary based on the percentage determined in this contract.

At the end of the leave, the bus driver who is still disabled shall be entitled to a salary insurance benefit resulting from the application of the provisions of clause 5-3.31 based on the salary determined in this contract. Should the bus driver still be disabled at the expiry of this contract, he or she shall receive a salary insurance benefit based on his or her regular salary.

##### **B) Disability develops after the bus driver has taken his or her leave with deferred salary**

The bus driver shall continue to participate in this contract and the salary insurance benefit resulting from the application of the provisions of clause 5-3.31 shall be based on the salary determined in this contract. Should he or she still be disabled at the expiry of this contract, he or she shall then receive a salary insurance benefit based on his or her regular salary.

##### **C) Disability develops before the leave is taken and still exists at the time when the leave is supposed to take place**

In this case, the bus driver concerned may avail himself or herself of one of the following choices:

- 1° He or she may continue to participate in this contract and defer the leave until such time as he or she is no longer disabled. The bus driver shall then receive his or her salary insurance benefit resulting from the application of the provisions of clause 5-3.31 based on the salary determined in this contract.

In the event that the disability still exists during the last year of the contract, the contract may then be interrupted as of the beginning of the last year until the end of the disability. During the interruption, the bus driver shall be entitled to the salary insurance benefit resulting from the application of the provisions of clause 5-3.31 based on his or her regular salary.

- 2° A bus driver may terminate the contract and thus receive the salary that has not been paid (subparagraph B) of section V). The salary insurance benefit resulting from the application of the provisions of clause 5-3.31 shall be based on his or her regular salary.

**D) The disability lasts for more than two (2) years**

At the end of the two (2)-year period, this contract shall expire and the conditions prescribed in section V shall then apply by making the necessary changes. However, the board shall not make any monetary claim, if the bus driver is required to reimburse the board as a result of the application of the provisions of section V.

**X- Work Accident or Employment Injury**

In the case of a work accident or employment injury, the bus driver may avail himself or herself of one of the following choices:

- 1° Interrupt the contract until he or she returns to work; however, the contract shall expire after a two (2)-year interruption.
- 2° Terminate the contract on the date of the employment injury or work accident.

Article 7-4.00 applies on the date of the employment injury or work accident.

Section V herein applies when the bus driver has availed himself or herself of his or her choice.

**XI- Maternity Leave (twenty (20) or twenty-one (21) weeks), Paternity Leave (five (5) weeks) and Adoption Leave (five (5) weeks)**

- 1° If the maternity, paternity or adoption leave takes place before or after the leave is taken, the bus driver shall interrupt his or her participation for a maximum period of twenty (20) weeks, twenty-one (21) weeks or five (5) weeks, as the case may be; the contract shall then be extended accordingly, the provisions of article 5-4.00 shall apply, and the benefits provided for in this article shall be established on the basis of the regular salary.
- 2° However, if the maternity or adoption leave takes place before the leave is taken, the bus driver may terminate this contract and thus receive the salary that has not been paid (subparagraph B) of section V). The benefits provided for in article 5-4.00 shall be based on his or her regular salary.

**IN WITNESS WHEREOF**, the parties have signed in \_\_\_\_\_ on this \_\_\_\_\_ day of the month of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
For the board

\_\_\_\_\_  
Bus driver's signature

c.c.: Union

**APPENDIX 12                      USE OF A BUS BLOCK HEATER**

As regards a bus driver who, with the agreement of the board, parks a bus at his or her home, the parties agree that the amount allocated by the board, under its previous policy covering electrical costs incurred to plug in a bus block heater during the winter, is established at \$65 per year for the term of the agreement.

The amount shall be paid during the month of December every year.

However, the fact that a bus driver does not park his or her bus at his or her home cannot have the effect of reducing the other rights granted in the agreement to a bus driver.

## APPENDIX 13

**LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN****1. Legislative amendments**

The government shall adopt the necessary orders-in-council and propose to the National Assembly the adoption of the necessary legislative provisions in order to make the amendments prescribed in sections 2 to 7 of this appendix to the Act respecting the Government and Public Employees Retirement Plan (RREGOP).

**2. Number of years of service**

The maximum number of years of credited service used for pension calculation purposes is increased. The maximum shall be increased gradually so as to reach 38 years on January 1, 2014. Subject to the following, these years guarantee the same benefits as the previous ones:

- As of January 1, 2011, the number of years of credited service used for pension calculation purposes beyond 35 years must be service performed or bought back. No buy-back of service prior to January 1, 2011 may cause the credited service used for pension calculation purposes to exceed 35 years on January 1, 2011.
- No retroactivity measure shall be allowed. No contribution or buy-back can be made to recognize service exceeding 35 years of credited service used for pension calculation purposes prior to January 1, 2011.
- The pension reduction applicable as of 65 years of age (QPP coordination) does not apply to the years of credited service used for pension calculation purposes exceeding 35 years.
- A person who receives a long-term salary insurance benefit may only accumulate a maximum of 35 years of pensionable service for pension calculation purposes.
- Any service that occurred, as of January 1, 2011, beyond 35 years of credited service is pensionable up to a maximum of 38 years of credited service.

As regards the reassessment of pension credits, the increase from 35 to 38 years in the maximum number of years of service must not have the effect of increasing or decreasing the number of years that would be reassessed if this measure did not exist.

**3. Pension credits**

As of January 1, 2011, it is no longer possible to buy back prior service in the form of pension credits.

**4. Contribution formula**

As of January 1, 2012, the contribution formula shall be amended according to the specifications described in Schedule 1.

The compensation described in Schedule 1 reflects an amount that allows a contributor whose annualized salary is lower than the MPE to make contributions comparable to those he or she would make if the 35% MPE exemption was maintained.

Each year, CARRA shall determine the total compensation no later than nine months after the end of the calendar year; it constitutes a shortfall in the participants' fund. Each year, the shortfall is absorbed by the government which transfers, no later than three months following the CARRA calculation, the amount required from the employers' contributions to the RREGOP employees' contributions (fund 301).

**5. Bank of 90 days**

Unredeemed absences without pay after January 1, 2011 can no longer be granted without cost upon retirement. However, unredeemed absences without pay related to parental leaves may continue to be offset with the 90-day bank. The 90-day limit continues to apply.

**6. Frequency of actuarial valuations**

The frequency of actuarial valuations remains on a 3-year basis. However, every year, the actuarial valuation is updated.

**7. Indexation clause**

Should a surplus exceeding by more than 20% the unfunded actuarial liability in the benefits paid by participants be identified in a 3-year actuarial valuation where the validity of assumptions has been confirmed by the consulting actuary or in an updated valuation, the indexation clause related to benefits paid by the participants, payable to retirees, for service credited between June 30, 1982 and January 1, 2000 is enhanced on January 1 after the Minister receives the consulting actuary's report in the case of a 3-year actuarial valuation or on January 1 after the valuation was updated, provided that the portion of the surplus exceeding 20% of the unfunded actuarial valuation covers the total cost of the enhanced benefits.

The cost corresponds to the difference, with respect to the years of service credited between June 30, 1982 and January 1, 2000, between the current value of the benefits that would be payable to retirees according to the indexation clause applicable for the service credited since January 1, 2000 (CPI - 3% with a minimum of 50% of the CPI) and the current value of the benefits paid by participants, payable to retirees under the indexation clause (CPI - 3%).

On January 1 of each subsequent year, the enhancement of the indexation clause remains in force only if, after the 3-year actuarial valuation was updated or the Minister received the consulting actuary's report validating a new 3-year actuarial valuation, there is a surplus that exceeds by more than 20% the unfunded actuarial liability in the benefits paid by participants and the portion of the surplus that exceeds 20% of the unfunded actuarial liability covers the total cost of the enhanced benefits as determined above. It is understood that a benefit increase ensuing from the enhanced indexation granted during one year shall not be reduced subsequently.

As regards benefits paid by the government and payable to retirees for service credited between June 30, 1982 and January 1, 2000, the government shall discuss with the unions referred to in this letter of intent, when the aforementioned conditions are met, the possibility of enhancing the indexation clause in the same manner as it has been enhanced for benefits paid by participants.

Where benefits paid by the government and payable to retirees with respect to the service credited between June 30, 1982 and January 1, 2000 would not be enhanced, a transfer from the employees' contribution fund must be made to the employers' contribution fund so as to preserve the cost sharing of benefits prescribed by law, it being understood that the enhancement applies only to the portion of the benefits paid by participants. CARRA shall determine the amount to be transferred on December 31 preceding the benefit enhancement paid by participants and payable to retirees based on the method and assumptions of the most recent actuarial valuation. The amount shall be transferred within three months of the date on which CARRA assessed the amount to be transferred.

**8. Amendments to the pension plans**

Subject to the amendments prescribed herein during the term of this agreement, no amendment to RREGOP may make the provisions of the plan less favourable for members, unless there is an agreement between the negotiating parties to this effect.

**SCHEDULE 1**  
**CONTRIBUTION FORMULA**

**A-** A participant's contribution to RREGOP is currently based on the following formula:

**a) if pensionable salary < 35% of MPE**

Contribution = 0

**b) if pensionable salary > 35% of MPE**

Contribution = Rate A x (pensionable salary – 35% of MPE)

Where:

MPE: Maximum pensionable earnings

Rate A: Contribution rate applicable to excess pensionable salary on 35% of MPE determined by CARRA during actuarial valuation

**B-** As of January 1, 2012, the contribution formula in point A shall be replaced by:

**a) if pensionable salary < 35% of MPE**

Contribution = Rate B x [pensionable salary – Z% of MPE] – Compensation

Compensation = MAXIMUM [0; Rate B x (pensionable salary – Z% of MPE)]

**b) if pensionable salary > 35% of MPE**

Contribution = Rate B x [pensionable salary – Z% of MPE] – Compensation

Compensation = MAXIMUM [0; Factor x (MPE – pensionable salary)]

Where:

Rate B: Contribution rate applicable to excess pensionable salary on Z% of MPE determined by CARRA during actuarial valuation

Z: Equals 33 for 2012, 31 for 2013, 29 for 2014, 27 for 2015 and 25 for 2016

Factor: Factor determined every year by CARRA allowing contributors whose salary is lower than the MPE to make contributions that are essentially the same as under the current contribution formula (point A)

**APPENDIX 14****MODIFICATION OF THE LETTER OF INTENT CONCERNING THE GOVERNMENT AND PUBLIC EMPLOYEES RETIREMENT PLAN (RREGOP) SIGNED ON JULY 9, 2010**

In the context of the implementation of the legislative provisions as a result of the signing of the letter of intent, two amendments are being made to the letter of intent.

First, a situation has been eliminated where a participant could not reach thirty-eight (38) years of credited service. In fact, considering the administrative impact of differentiating a long-term salary insurance benefit from a short-term salary insurance benefit, the privilege clause according to which “a person who receives a long-term salary insurance benefit cannot accumulate beyond thirty-five (35) years of creditable service for pension calculation purposes” shall be abolished.

Second, a clarification was made about the objective sought by the parties concerning the elimination of recognized service in the form of pension credits. The wording should read as follows:

“As of January 1, 2011, no prior service shall be recognized in the form of pension credits under RREGOP, TPP and CSSP”.